* Together with No. 236, National Labor Relations Board v. Independent Union of Craftsmen.

CLERK'S COPY.

179 402807 Sup. Ct

Vol. I

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1940

No. 235

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

LINK-BELT COMPANY

No. 236

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

INDEPENDENT UNION OF CRAFTSMEN

ON WRITS OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT

PETITION FOR CERTIORARI FILED JULY 12, 1940.

CERTIORARI GRANTED OCTOBER 14, 1940.

Blank Page

IN THE

United States Circuit Court of Appeals
For the Seventh Circuit

LINK-BELT COMPANY, A CORPORATION,
Petitioner,

No. 6974 *vs.*

NATIONAL LABOR RELATIONS BOARD,
Respondent.

INDEPENDENT UNION OF CRAFTSMEN,
Petitioner,

No. 7102 *vs.*

NATIONAL LABOR RELATIONS BOARD AND LINK-BELT COMPANY,
Respondent.

Counsel for Link-Belt Co.:
MR. HENRY E. SEYFARTH.

Counsel for Independent Union of Craftsmen:
MR. BENJAMIN WHAM.

Counsel for National Labor Relations Board:
MR. CHARLES FAHY,
MR. ROBERT B. WATTS.

Petitions for Review and Request for Enforcement of Order of the National Labor Relations Board.

Blank Page

INDEX.

Petition of Link Belt Company to review and set aside an order of the National Labor Relations Board 1

Appendix A—Further particulars in connection with subparagraph (15) of paragraph 16 of petition 23

Appendix B—Further particulars in connection with subparagraph (17) of paragraph 16 of petition 31

Appendix C—Further particulars in connection with subparagraphs (19) and (21) of paragraph 16 of petition 33

Appendix D—Further particulars in connection with subparagraph (23) of paragraph 16 of petition 36

Appendix E—Further particulars in connection with subparagraph (28) of paragraph 15 of petition 38

Appendix F—Further particulars in connection with subparagraph (30) of paragraph 16 of petition 39

Answer of the National Labor Relations Board to petition of Link Belt Co. for review, and request for enforcement of order 39

Petition of Independent Union of Craftsmen to review and modify an order of the National Labor Relations Board 45

Answer of National Labor Relations Board to petition of Independent Union of Craftsmen to review order 54a

PROCEEDINGS BEFORE NATIONAL LABOR RELATIONS BOARD.

Complaint 55
Rules and Regulations of the National Labor Relations Board 61
Order of Mar. 11, 1938, designating Trial Examiner. 90
Charge—second amended 91
Affidavits of service 93
Post Office return receipts 94-95
Answer of respondent to complaint 96
Motion for intervention by Independent Union of Craftsmen and Local Lodge No. 1 thereof 99

PROCEEDINGS BEFORE TRIAL EXAMINER.

Colloquy 102, 106, 925, 1287

WITNESSES FOR NATIONAL LABOR RELATIONS BOARD.

Abbott, O. R. 582
Balcauski, Stanley 656
Berry, Edward L. 109
Bozurich, Paul 421, 1235, 1290
Cousland, James 112
Cumorich, Nick 409, 1218
Johnson, Fred 312
Johnson, Harry 569, 1265
Kachka, Alex 361
Kalamarie, John 621, 1208, 1222
Karbol, Mike 560, 1225
Lackhouse, Frank 279
Lackhouse, Joseph 527
Novak, Joseph E. 216, 697, 1214
Pronsktes, Dominick 639

Robinson, Julius 549
Salmons, Louis 142, 228, 1228
Solinko, Frank 264
Solinko, Pete 241
Sorensen, Nels Carl 370
Sullivan, Donald 343
Thomas, Joseph 540
Tomas, John 353
White, Edward 347

WITNESSES FOR INTERVENER (INDEPENDENT UNION OF CRAFTSMEN).

Bailey, John W. 879
Balton, Walter 878
Brucks, Hubert 828
De Runtz, Leo 891
Erickson, Russell Paul 882
Friberg, Alvin N. 835
Froling, Ray 809
Greenlee, William J. 874
Jamison, Edgar E. 924
Jeske, Joseph 901
Johnston, Archibald 920
Kowatch, John J. 856
Kresge, Ralph C. 869
Kubicki, Frank 903
Linde, George F. 712, 1267
Litster, John 789
Lubenkov, John 906
Nordine, August 917
Richards, William C. 896
Rosenbaum, Arthur H. 848
Ross, Arthur B. 104, 830, 1207
Smith, Edward 894

Speiser, Joseph 911
Sterling, William 888
Szabo, Joseph 915
Workman, John L. 899

WITNESSES FOR RESPONDENT.

Berry, Edward L. 1125
Carlson, Fred 999
Conroy, William A. 1122
Elsen, John J. 1040
Forss, Joseph 1005
Leonard, Charles 1002, 1097
Masilionis, Mike 1012
McKinney, Ed L. 1062, 1095
Morley, William A. 1018
Olson, Axel E. 1044
Peters, William 1027, 1270
Pyle, Fred L. 1015
Siskauskis, William 1049
Skeates, Fred B. 928, 1107, 1283
Staskey, S. A. 992
Wright, Edgar Wellington 1057

NATIONAL LABOR RELATIONS BOARD EXHIBITS.

1—Complaint with copy of Wagner Act and Rules and Regulations of N. L. R. B. attached 55
Second amended charge filed March 1, 1938 91
Affidavit of Service on respondent and I. U. of C. 93
Affidavit of Service on Lodge 1604 (C. I. O.) 93
Answer of Respondent to Complaint 96
Motion for intervention by Independent Union of Craftsmen and Local Lodge No. 1 99
Order designating trial examiner 90

2—Stipulation signed by Reynolds (attorney for Board) and Berry re incorporation and interstate commerce 1291
3—Report of Senate Committee on Education and Labor re industrial espionage (excerpts from)..1293
4—Hearings before Senate Committee on Education and Labor re industrial espionage (excerpts from) 1294
5—Constitution and By-laws of Employees' Board..1296
6—Minutes of meetings of Employees' Board of May 26, 1935, Mar. 31, 1936, April 28, 1936, May 26, 1936, and June 30, 1936.....1301
7—Social Security card for Waldemar Bjork.....1307
8—Social Security card for Louis Salmons.....1307
9—Vouchers showing payments from S. W. O. C. for organizing services for period Sept. 28, 1936, to Dec. 21, 1936 1309
10—Agreement between Link Belt Co. and Independent Union of Craftsmen, dated Apr. 21, 1937....1311
11—Statement headed "Withdrawal" signed by Louis Salmons at Board offices 2 or 3 days before he returned to work.....1312
12—Affidavit of Frank Solinko re circumstances under which he joined I. U. of C. 1312
13—White membership application card of Independent Union of Craftsmen 1313
14—Karpen & Bros. Furniture Co. income tax report re Nick Cumorich for 1937 ($425.00).....1313
16—Proposed constitution of Independent Union of Craftsmen 1314
17—Proposed By-laws of Independent Union of Craftsmen 1317
18—Correspondence between Link Belt and National Metal Trade Ass'n between June 9, 1933, and April 30, 1937 1321-1336

18-A—Document, "Some Questions and Answers Covering the Wagner Act".....1336
19—Invoice of Link Belt 1339
20 Notice of meeting of I. U. of C. of June 1, 1937..1340
21—Notice of I. U. of C. re election of girl stewards.1340
22—Notice of meeting of I. U. of C. of April 22, 1937 1340
23—Notice of I. U. of C. that initiation fee of $3 would be imposed if not signed up by Sept. 1, 1937 1340

RESPONDENT'S EXHIBITS.

1—Blueprint of Link Belt plant showing departments prior to remodeling 1343
2—Notice dated April 12, 1937, signed by Berry re circulating false information concerning pay increases 1345
3—Notice of dissolution of Employees' Board dated April 19, 1937, signed by Berry for company and members of Employees' Board 1345
4—Summary of Iron Foundry operation (14 sheets).1346
5—Summary of Steel Foundry operation (14 sheets).1360
6- 6A—Steel cleaning floor seniority table....1374-1383
7- 7A—Iron floor seniority table 1375-1384
8- 8A—Core room seniority table 1376-1385
9- 9A—Apprentices' seniority table 1376-1386
10-10A—Carpenters' seniority table.....1377-1386
11-11A—Charging floor and cupula seniority table... 1377-1387
12-12A—Sprocket floor seniority table.....1378-1387
13-13A—Bench floor seniority table.....1378-1388
14-14A—Machine floor seniority table.....1379-1388
15-15A—Steel floor seniority table.....1379-1389
16-16A—Iron cleaning floor seniority table.....1380-1390

17-17A—Night shakeout seniority table.....1381-1391
18-18A—Converter seniority table 1381-1391
19-19A—Patternshop seniority table 1382-1392
20—Store issue for I. U. of C bulletin boards.....1393
24—Belov time cards (7) 1395
25—Boring mill (DMK) seniority table.....1411
26—S. W. O. C. application card signed by Louis Salmons 1412
27—Notice dissolving N. R. A. Union dated 4-19-37..1413
28—Letter, Apr. 21, 1937, Kaufman to Berry authorizing him to recognize I. U. of Craftsmen.....1413
29—Letter, May 7, 1937, I. U. of C. to Berry requesting agreement to start negotiations for working contract 1414
30—Chart showing Manit System.....1415
31—Comparison of Mike Karbol with other men....1419
32—Comparison of Nick Cumorich against Manit System 1419
33—Labor time card 1417

EXHIBITS OF INTERVENER, INDEPENDENT UNION OF CRAFTSMEN.

1—Agreement dated April 21, 1937, between Link Belt and I. U. of C. recognizing I. U. of C. as exclusive representative of all employees.....1420
2-2A—I. U. of C. application lists and 101 white cards containing names 1420
3A-B—I. U. of C. white application cards (List of).1430
4—By-laws adopted by general meeting.....1440
5—By-laws adopted by stewards 1444
6—Articles of Incorporation of Independent Union of Craftsmen 1447
7—By-laws adopted after incorporation on Aug. 9, 1937 1451

8—Draft of contract with company with penciled notations made at conference 1457
9—Final draft agreed upon by Link Belt and I. U. of C. subject to approval 1460
10—Statement of policy of Link Belt dated Dec. 6, 1937 1464
11—Statement of vacation policy signed by Berry and dated Dec. 8, 1937 1467

Intermediate report 1469
Motion of Lodge 1604 of Amalgamated Association of Iron, Steel & Tin Workers for extension of time for filing exceptions to intermediate report.....1488
Letter, May 20, 1938, N. L. R. B. to Lodge 1604.....1489
Exceptions of respondent to record and intermediate report 1490
Exceptions by Independent Union of Craftsmen to intermediate report 1512
Exceptions of Lodge 1604 of Amalgamated Association of Iron, Steel & Tin Workers to intermediate report 1516
Notice of hearing before National Labor Relations Board 1517
Letter, Nov. 21, 1938, N. L. R. B. to Pope & Ballard..1518
Hearing Dec. 20, 1938.....1519
Decision filed May 12, 1939.....1519
Statement of the case 1520
Findings of fact 1523
Conclusions of law 1553
Order to cease and desist, etc., entered May 12, 1939..1553
Post-Office return receipts 1556-1558
Affidavit as to service 1559
Certificate of National Labor Relations Board.....1560

Proceedings in U. S. C. C. A., Seventh Circuit 1562
Stipulation as to record and consolidation for purpose of argument 1562
Opinion, Kerner, J., ... 1565
Opinion, Treanor, J., concurring in part and dissenting in part 1574
Judgment order 1580
Decree 1581
Clerk's certificate 1582
Orders allowing certiorari 1584

Blank Page

Filed May 25, 1939.

And on, to wit, the 25th day of May, 1939, there was filed in the office of the Clerk of the United States Circuit Court of Appeals for the Seventh Circuit the following Petition to review and set aside an order of the National Labor Relations Board, to wit:

IN THE UNITED STATES CIRCUIT COURT OF APPEALS,

For the Seventh Circuit,

October Term, 1938.

Link-Belt Company,
Petitioner,
vs.
National Labor Relations Board,
Respondent.
} No. 6974.

PETITION TO REVIEW AND SET ASIDE AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD.

Filed May 25, 1939, Frederick G. Campbell, Clerk.

Herbert Pope,
Ernest S. Ballard,
Henry E. Seyfarth,
William F. Price,
120 South La Salle Street,
Chicago, Illinois,
Attorneys for Petitioner.

Pope & Ballard,
120 South La Salle Street,
Chicago, Illinois,
Randolph 6680,
Of Counsel.

May 25, 1939.

IN THE UNITED STATES CIRCUIT COURT OF APPEALS.

(Caption—6974)

PETITION TO REVIEW AND SET ASIDE AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD.

To the Honorable, the Judges of the United States Circuit Court of Appeals for the Seventh Circuit:

Link-Belt Company, an Illinois corporation, believing itself to be aggrieved by a certain order issued on May 12, 1939, by the National Labor Relations Board (hereinafter sometimes referred to as the Board) in a proceeding against petitioner appearing upon the docket of the Board as Case No. C-607, In the Matter of Link-Belt Company and Lodge 1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America, through the Steel Workers Organizing Committee, affiliated with the Committee for Industrial Organization, respectfully petitions this Honorable Court to review and set aside said order and, in support of its petition, respectfully represents that:

Parties and Jurisdiction.

1. Petitioner is, and at all times mentioned herein was, a corporation duly organized and existing under the laws of the State of Illinois and duly licensed to transact business in said state, having its principal place of business in Chicago, Illinois. Petitioner maintains and operates, and at all times herein mentioned has maintained and operated, seven plants directly and four plants indirectly throughout the United States and Canada, including a plant at 300 West Pershing Road, Chicago, Illinois (hereinafter sometimes referred to as the 39th Street plant or the Pershing Road plant), at which it engages in complete steel and iron foundry operations in the production of cranes, shovels, drag lines, mining conveyors, dumps, washers and dryers, handling and preparation equipment for factories and foundries, mine tipples and miscellaneous other steel construction.

2. Respondent is a public body known as the National Labor Relations Board created pursuant to the Act of Congress of July 25, 1935, Ch. 372, 49 Stat. 449, 29 U. S.

C. A. §§ 151-166 (hereinafter referred to as the National Labor Relations Act, or the Act). The members of said Board are J. Warren Madden, Chairman, Edwin S. Smith and Donald Wakefield Smith, and its principal office is in Washington, District of Columbia. At Chicago, Illinois, the Board has an office and a Regional Director. Said Regional Director has charge of the Thirteenth Region of the Board and petitioner's 39th Street plant is located within said Region.

3. The alleged unfair labor practices complained of in said proceedings before the Board were alleged to have been committed at petitioner's 39th Street plant. Said plant is located in the Seventh Judicial Circuit of the United States and within the jurisdiction of this Court.

4. By reason of the matters alleged in paragraphs 1, 2 and 3 hereof, this Court has jurisdiction of this petition by virtue of section 10 (f) of the National Labor Relations Act, 29 U. S. C. A. § 160 (f).

Proceedings Before the Board.

5. On March 4, 1938, the acting Regional Director of the Board for the Thirteenth Region issued and filed a complaint against petitioner in the aforesaid proceeding, which complaint was based on a second amended charge filed with the Board by Lodge 1604 of the Amalgamated Association of Iron, Steel and Tin Workers of North America through Steel Workers Organizing Committee, affiliated with the Committee for Industrial Organization (hereinafter referred to as the Amalgamated), together with a notice of hearing. Said complaint alleged that petitioner herein had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of section 8, subdivisions (1), (2) and (3), and section 2, subdivisions (6) and (7) of the National Labor Relations Act, as follows:

That petitioner on or about April 19, 1937, did instigate the formation of a labor organization among its employees known as the Independent Union of Craftsmen (hereinafter referred to as the Independent) and from that date to the date of the filing of the complaint petitioner advised, urged and warned its employees to join the Independent and otherwise fostered, promoted and encouraged the formation and growth of the Independent and dominated and interfered with the administration of the Independent and contributed financial and other support

thereto, and on or about April 21, 1937, recognized the Independent as the sole bargaining agent for all of the employees in its 39th Street plant, and by such acts and each of them petitioner engaged in and is engaging in unfair labor practices within the meaning of section 8, subdivision (2) of the Act (par. 5);

That petitioner on October 1, 1936, discharged Nels Carl Sorenson; on May 19, 1937, discharged Nick Cumorich and Mike Karbel; on November 9, 1937, discharged Paul Bozurich; on November 17, 1937, discharged Stanley Balcauski; on November 30, 1937, discharged John Kalamarie; and on December 8, 1937, discharged Harry Johnson, and has at all times since those dates refused to reemploy said persons and each of them for the reason that they and each of them joined and assisted the Amalgamated and engaged in concerted activities with other employees of petitioner for the purpose of collective bargaining and other mutual aid and protection (par. 6);

That petitioner on or about September 21, 1936, discharged Louis Salmons and on or about September 28, 1936, discharged Joseph E. Novak, and from on or about September 21, 1936, to December 21, 1936, refused and failed to reinstate to employment Louis Salmons and from on or about September 28, 1936, to January 13, 1937, refused and failed to reinstate to employment Joseph E. Novak, and that petitioner discharged and refused and failed to employ said Louis Salmons and Joseph E. Novak during said respective periods for the reason that they and each of them joined and assisted the union and engaged in concerted activities with other employees in the plant for the purpose of collective bargaining and other mutual aid and protection (par. 7);

That petitioner on or about December 21, 1936, reinstated Louis Salmons to his former position and on or about January 13, 1937, reinstated Joseph E. Novak to his former position on the condition that they and each of them at all times, under all conditions and in all places would refrain from further labor union activity or membership in labor organizations (par. 8);

That petitioner on or about May 20, 1937, hired Frank Solinko, son of Peter Solinko, an employee of petitioner, on condition that Peter Solinko become a member of the Independent (par. 9);

That by reason of the acts set forth above (pars. 6 and 7) petitioner discriminated and is discriminating in regard to the hire and tenure of employment of Nels Carl

Sorenson, Nick Cumorich, Mike Karbel, Paul Bozurich, Stanley Balcauski, John Kalamarie, Harry Johnson, Louis Salmons and Joseph E. Novak, and each of them, and by reason of the acts set forth above (pars. 8 and 9) petitioner discriminated and is discriminating in regard to the terms and conditions of employment of Louis Salmons, Joseph E. Novak, Peter Solinko and Frank Solinko, and by the acts set forth above (pars. 6, 7, 8 and 9) and each of them petitioner discouraged and is discouraging membership in the Amalgamated, and by the acts set forth above (par. 9) petitioner encouraged and is encouraging membership in the Independent, and did thereby engage in and is thereby engaging in unfair labor practices within the meaning of section 8, subdivision (3) of the Act (par. 10);

That petitioner from on or about April 19, 1937, to the date of the filing of the complaint promised to employ its workers more days per week and more hours per day in the event that they all became members of the Independent, and on or about April 20, 1937, petitioner signed the names of many of its employees without the authorization of such employees to petitions which were circulated soliciting membership in the Independent (par. 11);

That prior to 1933 petitioner became a member of the National Metal Trades Association, which membership continued from that time to the issuance of the complaint, and that petitioner from on or about March 1, 1933, and continuously from then to the issuance of the complaint, accepted and used plant operatives provided by the National Metal Trades Association for the purpose of espionage in relation to union affiliation and/or activity of its employees, and by these acts, by the acts set forth above (pars. 5, 6, 7, 8, 9 and 11) and by other acts petitioner interfered with, restrained and coerced and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed them in section 7 of the Act (par. 12);

That petitioner by the acts set forth above (pars. 5, 6, 7, 8, 9, 11 and 12) and each of them engaged in and is engaging in unfair labor practices within the meaning of section 8, subdivision (1) of the Act (par. 13);

That petitioner's acts set forth above (pars. 5, 6, 7, 8, 9, 11 and 12), occurring in the operation of petitioner's 39th Street plant, have a close, intimate and substantial relation to trade, traffic and commerce among the several states and have led to and tend to lead to labor disputes

burdening and obstructing commerce and the free flow thereof (par. 14); and

That petitioner's acts set forth above (pars. 5, 6, 7, 8, 9, 11 and 12) constitute unfair labor practices affecting commerce within the meaning of section 8, subdivisions (1), (2) and (3), and section 2, subdivisions (6) and (7) of the Act (par. 15).

6. Said complaint, the second amended charge upon which the same was based and a notice of hearing before a trial examiner were served upon petitioner on March 4, 1938. On March 11, 1938, petitioner filed its answer to the complaint denying that it had engaged in or was engaging in unfair labor practices as alleged, admitting that it had recognized the Independent as the sole agent for the purpose of collective bargaining for petitioner's employees in a unit appropriate for that purpose and making the following affirmative allegations:

That Nels Carl Sorenson was discharged by petitioner on or about October 1, 1936, for failure to perform his duties in an efficient and workmanlike manner and because he persistently wasted time and interrupted his fellow-employees in the performance of their duties;

That Nick Cumorich and Mike Karbel were discharged on or about May 19, 1937, because each of them was and persisted in continuing to be an inefficient and inferior workman, unwilling or incapable of properly performing his duties for which he was employed;

That Paul Bozurich, Stanley Balcauski, John Kalamarie and Harry Johnson, along with a large number of other employees, were laid off due to reduced operations and necessary reduction in working forces;

That Louis Salmons was discharged on or about September 21, 1936, for good and sufficient cause and reinstated on or about December 21, 1936, upon the suggestion of the then Regional Director for the Thirteenth Region;

That Joseph E. Novak was discharged on or about September 28, 1936, for good and sufficient cause and thereafter was reinstated to his former employment; and

That the Amalgamated, and each of the persons named in the complaint to have been discriminatorily discharged by petitioner, was guilty of laches in that an unreasonable length of time elapsed between the alleged discriminatory acts of petitioner and the service of the complaint upon the petitioner.

7. Pursuant to said notice of hearing, said complaint came on for hearing at Chicago, Illinois, March 14, 1938,

before Hugh C. McCarthy, an agent of the Board designated by the Board as Trial Examiner for said hearing, and was heard by said Trial Examiner on March 14, 15, 16, 17, 18, 19, 21, 22 and 23, 1938. At said hearing the Independent was permitted to intervene on certain issues. The Board appeared by its attorney and offered evidence in support of the charges of the complaint, and petitioner appeared by its attorneys and offered evidence in refutation of said charges.

8. On March 18, 1938, at the close of the evidence in behalf of the Board, counsel for the Board moved to amend the complaint (pars. 7 and 8) in the following respects:

That petitioner on or about September 21, 1936, discharged Louis Salmons and Joseph E. Novak, that petitioner from on or about September 21, 1936, to December 21, 1936, refused and failed to reinstate to employment Louis Salmons and from on or about September 21, 1936, to on or about January 13, 1937, refused and failed to reinstate to employment Joseph E. Novak, and that petitioner discharged and refused and failed to employ said Louis Salmons and Joseph E. Novak during said respective periods for the reason that Louis Salmons had engaged in organizing activities for the Amalgamated and had engaged in concerted activities with other employees for the purpose of collective bargaining and other mutual aid and protection and for the reason that said Joseph E. Novak was believed by petitioner to have engaged in organizing activities in behalf of the Amalgamated similar to those engaged in by Louis Salmons; and

That petitioner on or about December 21, 1936, reinstated Louis Salmons to a different position in which he worked a fewer number of hours than prior to his discharge and fewer hours than other employees who performed similar work before his discharge and after his reinstatement, and that petitioner on or about January 13, 1937, reinstated Joseph E. Novak to his former position on condition that he would at all times, under all conditions and in all places refrain from union organizing and activity in labor organizations.

The Trial Examiner allowed said amendment over the objection of petitioner and, as will be hereinafter alleged, the Board erroneously sustained the Examiner's ruling thereon.

9. On May 11, 1938, petitioner was served with an intermediate report in said proceedings issued by Trial

Examiner Hugh C. McCarthy which contained proposed findings of fact, proposed conclusions of law and a proposed order.

10. On May 21, 1938, petitioner filed with the Board its exceptions to the record and intermediate report issued by the Trial Examiner and requested oral argument and permission to file a brief in support of exceptions, and on July 19, 1938, petitioner filed with the Board its brief in support of said exceptions to the record and intermediate report.

11. On November 22, 1938, petitioner received notice that it had been granted until December 19, 1938, for the purpose of filing a brief and that the matter was set for oral argument before the Board on December 20, 1938.

12. On December 20, 1938, the matter came on for oral argument before the Board and was argued by counsel for petitioner and counsel for the Independent. Counsel for the Board did not participate in the argument.

Order to Be Reviewed.

13. On May 12, 1939, the Board filed its decision, findings of fact and conclusions of law, and issued its order on said complaint. In said decision the Board stated that it had reviewed the rulings of the Trial Examiner on motions and on objections to the admission of evidence, found no prejudicial errors had been committed in said rulings, with one exception, and affirmed all of such rulings, with one exception.

14. The order of the Board issued as aforesaid required petitioner to

"1. Cease and desist from:

"(a) Dominating or interfering with the administration of Independent Union of Craftsmen, or the formation or administration of any other labor organization of its employees, or contributing support to Independent Union of Craftsmen, or any other labor organization of its employees;

"(b) Discouraging membership in Lodge 1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America, or any other labor organization of its employees, by discharging or refusing to reinstate any of its employees or in any other manner discriminating in regard to their hire and tenure of employment or any terms or conditions of their employment;

"(c) Either directly or indirectly, engaging in any manner of espionage or surveillance, or engaging the service of any agency or individuals for the purposes of espionage or surveillance, upon its employees or upon any labor organization of its employees;

"(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid and protection, as guaranteed in Section 7 of the National Labor Relations Act.

"2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

"(a) Withdraw all recognition from Independent Union of Craftsmen as representative of any of its employees at the 39th Street plant for the purpose of dealing with the respondent [petitioner] concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, and completely disestablish Independent Union of Cratsmen as such representative;

"(b) Make whole Joseph E. Novak for any loss of pay he may have suffered by reason of the respondent's [petitioner's] discrimination in regard to his hire and tenure of employment, by payment to him of a sum of money equal to that which he normally would have earned as wages from the date of his discharge to the date of his reinstatement, less, his net earnings, other than earnings as a musician, during said period; deducting, however, from the amount otherwise due to him, monies received by him during said period for work performed upon Federal, State, county, municipal, or other work-relief projects; and pay over the amount so deducted to the appropriate fiscal agency of the Federal, State, county, municipal, or other government or governments which supplied the funds for said work-relief projects;

"(c) Offer to John Kalamarie, Mike Karbel, and Nick Cumorich immediate and full reinstatement to their former positions, without prejudice to their seniority and other rights and privileges;

"(d) Make whole John Kalamarie, Mike Karbel, and Nick Cumorich for any loss of pay they have suffered by reason of the respondent's [petitioner's] discrimination in regard to hire and tenure of employment, by repay-

ment to each of them, respectively, a sum of money equal to that which he would normally have earned as wages from the date of his discharge to the date of the respondent's [petitioner's] offer of reinstatement, less his net earnings during said period; deducting, however, from the amount otherwise due to each of said employees, monies received by said employees during said period for work performed upon Federal, State, county, municipal or other work-relief projects; and pay over the amount so deducted to the appropriate fiscal agency of the Federal, State, county, municipal, or other government or governments which supplied the funds for said work-relief projects;

"(e) Include Paul Bozurich, Harry Johnson, and Stanley Balcauski in the seniority list by classification which it maintains for all employees who were non-discriminatorly laid off, and refrain from discriminating against Paul Bozurich, Harry Johnson, and Stanley Balcauski, when in accordance with its usual seniority rules, employment becomes available for any or all of them;

"(f) Post immediately notices in conspicuous places throughout the 39th Street plant, stating: (1) that the respondent [petitioner] will cease and desist as provided in paragraphs 1 (a), (b), (c), and (d) of this Order; (2) that the respondent [petitioner] will take the affirmative action provided for in paragraphs 2 (a), (b), (c), (d), and (e) of this Order;

"(g) Maintain such notices for a period of at least sixty (60) consecutive days from the date of posting;

"(h) Notify the Regional Director for the Thirteenth Region, in writing, within ten (10) days from the date of this Order what steps the respondent [petitioner] has taken to comply herewith."

and dismissed the allegations of the complaint to the effect that petitioner had engaged in unfair labor practices by discharging Nels Carl Sorenson and by laying off Paul Bozurich, Harry Johnson and Stanley Balcauski.

15. Said order of May 12, 1939, is a final order and petitioner is aggrieved by paragraphs 1 and 2 thereof, set forth above, for the reasons hereinafter stated.

Specification of Errors Relied On.

16. Said order is erroneous and beyond the power of the Board and in contravention of the National Labor Relations Act and of the Constitution of the United States and void and of no effect and should be annulled and set aside by this Honorable Court for the following reasons, to-wit:

(1) The Board appointed as the Trial Examiner to hear the complaint one Hugh C. McCarthy, who was prejudiced against petitioner and against petitioner's defense and was unable, by virtue of said prejudice, to accord to petitioner the full and fair hearing to which petitioner was entitled under section 10 (b) of the National Labor Relations Act.

(2) The hearing held before the Board's Trial Examiner as aforesaid was manifestly unfair and was inconsistent with the requirements of due process of law and did not constitute such a hearing as petitioner is entitled to under section 10 (b) of the National Labor Relations Act in the following particulars:

(a) The Trial Examiner made the following rulings during the course of the hearing which were adverse and prejudicial to the petitioner and its defense:

Motion of petitioner for bill of particulars (R. 8-11),* denied (R. 12).

Objection of petitioner (R. 85), overruled (R. 85).

Objection of petitioner (R. 100), overruled (R. 101).

Objection of petitioner (R. 102), overruled (R. 102).

Motion of petitioner to strike answer of witness (R. 103), denied (R. 103).

Objection of petitioner (R. 210), overruled (R. 210).

Objection of petitioner (R. 211), overruled (R. 211).

Objection of petitioner (R. 212), overruled (R. 212).

Objection of petitioner (R. 213), not ruled upon by Trial Examiner.

Motion of petitioner for subpoenas for Louis J. Disser and L. W. Beman (R. 225), denied (R. 226).

Objection of Board (R. 305), sustained (R. 305).

Objection of Board (R. 340), sustained (R. 340).

Objection of petitioner (R. 375), overruled (R. 376).

Objection of petitioner (R. 378), overruled (R. 379).

Objection of petitioner (R. 379), overruled (R. 379).

* References designated "R." are to pages of the Official Report of Proceedings before the National Labor Relations Board.

Objection of petitioner (R. 379), overruled (R. 379).

Objection of petitioner (R. 380), not ruled upon by Trial Examiner.

Motion of petitioner to strike answers of witness (R. 381-382), not ruled upon by Trial Examiner.

Motion of petitioner to strike answer of witness (R. 382), overruled (R. 382).

Motion of petitioner to strike testimony (R. 417), denied (R. 417).

Motion of petitioner to strike testimony (R. 432), denied (R. 432).

Motion of petitioner to strike testimony (R. 447), denied (R. 447).

Objection of petitioner (R. 454), denied (R. 454).

Motion of petitioner to strike testimony (R. 466), denied (R. 466).

Objection of petitioner (R. 569), overruled (R. 569).

Objection of petitioner (R. 616), overruled (R. 617).

Objection of Board (R. 627), sustained (R. 627).

Objection of Board (R. 630), sustained (R. 633, 634, 635, 636).

Objection of Board (R. 641), sustained (R. 642).

Objection of petitioner (R. 838), overruled (R. 838).

Objection of petitioner (R. 842), overruled (R. 843).

Objection of petitioner (R. 849), overruled (R. 850).

Objection of petitioner (R. 852), overruled (R. 852).

Objection of petitioner (R. 865), overruled (R. 865).

Objection of petitioner (R. 866), overruled (R. 866).

Objection interposed by Trial Examiner limiting cross-examination (R. 875-876).

Objection of petitioner (R. 895), overruled (R. 895).

Objection of petitioner (R. 896), overruled (R. 896).

Motion of petitioner to strike testimony (R. 946), denied (R. 946).

Objection interposed by Trial Examiner limiting scope of petitioner's cross-examination (R. 947-948).

Request of petitioner for Trial Examiner to require witness to answer questions (R. 1013-1014), denied (R. 1014).

Motion of Board to amend complaint (R. 1050), granted (R. 1050-1051).

Motion of petitioner to dismiss complaint and each and every paragraph thereof (R. 1052-1055), not ruled upon by Trial Examiner. Denied (R. 2049).

Motions of petitioner to strike testimony (R. 1053-

1054), not ruled upon by Trial Examiner. Denied (R. 2049).

Objection of petitioner (R. 1158), overruled (R. 1158).

Objection of Board (R. 1524), sustained (R. 1524).

Objection of Board (R. 1775), sustained (R. 1776).

Offer of proof by petitioner (R. 1777-1780), denied (R. 1781).

Objection of Board (R. 1848), sustained (R. 1849).

Objection of petitioner (R. 1921), overruled (R. 1922).

Request of petitioner for Trial Examiner to require witness to answer questions (R. 1976), denied (R. 1976).

Motion of petitioner that petitioner be dismissed from complaint and each and every paragraph thereof (R. 2049-2050), denied (R. 2050).

(b) The Trial Examiner without warrant interrupted and obstructed the examination and cross-examination of witnesses by petitioner's counsel, thereby preventing orderly, coherent and effective testimony and preventing the elicitation of facts which would support petitioner's defense, as evidenced at the following pages of the record:

133-4, 163-4; 228, 260-8; 296, 301, 303, 395, 626; 629, 630; 634-6, 640; 646; 699-728; 744; 746; 764-67; 768-771; 826; 875-76; 884-85; 938-941, 980; 986-8; 990; 994; 1003-14; 1285; 1339; 1466-1469; 1473-4; 1680-1; 1776, 1787-9; 1792-3; 1976, 1980-2; 1986-90, 1996, 2002-4.

(c) During the course of the purported hearing the Trial Examiner improperly and without warrant coached, aided and assisted counsel for the Board to the prejudice of the petitioner, as evidenced at the following pages of the record:

4; 71; 103; 210; 211; 212; 228; 243-50; 296; 303; 323; 380-1; 567; 593-98; 599; 601-6; 633; 635; 636; 640; 744; 798; 841; 855-7; 863-4; 947; 1506-1509; 1514-15; 1866-67; 2021; 2030-36.

(d) Said proceedings before the Trial Examiner were held and conducted in an arbitrary and unfair manner and without due process of law, and are therefore null and void and of no effect.

(3) The Board erred in finding and concluding (D. & O. 3)*:

"* * * Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing

* References designated "D. & O." are to be pages of the typewritten copy of the decision and order of the Board dated May 12, 1939, which was served on petitioner.

on the issues was afforded all parties, subject, in the case of the Independent, to the reservation previously noted."

(4) The Trial Examiner erred in making rulings on evidence adverse to petitioner in the course of the hearing, to which petitioner duly excepted before the Board. Said rulings were numerous and those referred to in paragraph 2 (a) are illustrative of such rulings.

(5) The Board erred in finding and concluding (D. & O. 3) that with one exception no judicial errors were committed by the Trial Examiner in ruling on motions and on objections to the admission of evidence and in affirming said rulings and each of them so far as the same were adverse to petitioner, it being the intention of petitioner to allege error with respect to each such ruling adverse to petitioner as if the same were referred to and set out separately.

(6) The Board erred in finding and concluding (D. & O. 3) that there is no merit in petitioner's contention that the proceeding before the Board was barred by laches.

(7) The Board erred in failing to find that the proceeding before the Board was barred by laches.

(8) The Board erred in finding and concluding (D. & O. 4) that petitioner's exceptions to the intermediate report are without merit in so far as they are inconsistent with the findings, conclusions and order of the Board of May 12, 1939.

(9) The Board erred in treating the complaint (D. & O. 5-7) as presenting the question of the lawfulness of the employees' representation plan for petitioner's 39th Street plant.

(10) The Board erred in finding and holding as follows (D. & O. 5):

"* * * The respondent [petitioner], in purported compliance with the Act, established, at the 39th Street plant an employees' representation plan, herein called the plan, * * *."

(11) The following finding and statement of the Board (D. & O. 6):

"* * * Further light is shed on the character of the board as a representative of the employees by the fact that two of the seven original board members were foremen."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(12) The Board erred in finding and holding as follows (D. & O. 6):

"* * * There is no doubt that the Plan constitutes an employer-dominated labor organization within the meaning of the National Labor Relations Act, and at the hearing the respondent [petitioner] so conceded. Despite its patent illegality, however, the respondent [petitioner], ill-advised by counsel, maintained the Plan, until April 19, 1937, when it was abruptly discarded under circumstances to be discussed below."

(13) The following finding and statement of the Board (D. & O. 6):

"* * * Some minor grievances were adjusted, but on the whole the board [under the employees' representation plan] was ineffectual. For example, the board was unable to induce the management's representative to take any action on such questions as wage increases or reduction of hours of work. The greatest concession that the board was able to obtain was to have an announcement made to it first whenever the respondent [petitioner] itself decided to grant wage increases."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(14) The following finding and statement of the Board (D. & O. 6-7):

"It is evident from what has been set forth that the employees' representative board was ineffective as a representative of the respondent's [petitioner's] employees. It did, however, provide a sounding board through which the respondent [petitioner] expressed its hostile views toward outside labor organizations; furthermore, the Plan itself had the inevitable effect of hampering self-organization of the respondent's [petitioner's] employees. The record reveals that on one occasion in the summer of 1936 the subject of outside labor organizations came up at a meeting of the employees' board, and the management representative, E. L. Berry, expressed himself freely on the subject, revealing his bias against such organizations, stating to the representatives that he would quit 'in the event outside people came into our plant and told us how to run the plant.' There can be no doubt that such statements, although made before the Amalgamated had started to organize at the 39th Street plant, intimidated the employees who heard them or to whom they may have been repeated, in that they served as a clear warning of the respondent's [petitioner's] attitude should an outside union appear on

the scene. Berry, when asked to explain his statements at the hearing, did not deny making them, but stated that he did not have the Amalgamated or the S.W.O.C. in mind, and that the respondent [petitioner] would deal with the Amalgamated if it were certified by the Board and if it adopted a 'reasonable attitude.' We are convinced, however, that Berry forcibly impressed upon the employees' board the respondent's [petitioner's] anti-union sentiments, for, as was admitted at the hearing, the respondent [petitioner] felt in no way inhibited by the Act until after April 12, 1937, when its constitutionality was upheld by the Supreme Court of the United States."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(15) The following finding and conclusion of the Board (D. & O. 17):

"We find that the respondent [petitioner] has dominated and interfered with the formation and administration of the Independent, and has contributed support to it; that it thereby has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the law and the evidence. For further particularity in connection with this specification of error, petitioner refers to Appendix A, attached to this petition and by this reference made a part hereof.

(16) The Board erred in failing to find that the Independent was not supported financially or otherwise, was not dominated in any manner, and was not fostered by or interfered with in its formation or administration by petitioner.

(17) The following finding and conclusion of the Board (D. & O. 20):

"We find that the respondent [petitioner] and the N.M.T.A.* utilized Cousland for the purposes, among others, of espionage to ascertain and interfere with attempts at self-organization on the part of its employees, and that the respondent [petitioner] thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the law and the evi-

* National Metal Trades Association.

dence. For further particularity in connection with this specification of error, petitioner refers to Appendix B, attached to this petition and by this reference made a part hereof.

(18) The Board erred in failing to find that petitioner had not engaged in and was not engaging in the use of spies to interfere with, restrain and coerce its employees in the exercise of the rights guaranteed to them in section 7 of the Act.

(19) The following finding and conclusion of the Board (D. & O. 23):

"• • • We find that Novak was discharged because the respondent [petitioner] mistakenly believed that he had joined and assisted the Amalgamated and had engaged in concerted activities with other employees in the plan for the purpose of collective bargaining and other mutual aid and protection. The respondent's [petitioner's] mistake of fact as to Novak's affiliation and activity does not render its discharge of Novak the less an unfair labor practice. The discharge of Novak was an act of discrimination which tended to discourage membership in the Amalgamated, despite the fact that Novak was not himself a member."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the law and the evidence. For further particularity in connection with this specification of error, petitioner refers to Appendix C, attached to this petition and by this reference made a part hereof.

(20) The Board erred in failing to find that Joseph E. Novak was discharged for good and proper cause.

(21) The following finding and conclusion of the Board (D. & O. 23):

"• • • We are convinced that Salmon's activity on behalf of the Amalgamated and not any impairment of his efficiency was the real reason for his discharge. Accordingly, we find that Salmons was discharged because of his membership in the S.W.O.C. and his activity on its behalf."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the law and the evidence. For further particularity in connection with this specification of error, petitioner refers to Appendix C, attached to this petition and by this reference made a part hereof.

(22) The Board erred in failing to find that Louis Salmons was discharged for good and proper cause.

(23) The following finding and conclusion of the Board (D. & O. 29):

"We conclude that the real reason for the discharge in both cases was the fact that Karbel and Cumorich had joined the Amalgamated. * * *

"We find that by discharging Mike Karbel and Nick Cumorich, the respondent [petitioner] discriminated in regard to their hire and tenure of employment, thereby discouraging membership in the Amalgamated."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the law and the evidence. For further particularity in connection with this specification of error, petitioner refers to Appendix D, attached to this petition and by this reference made a part hereof.

(24) The Board erred in failing to find that Mike Karbel was discharged solely for inefficiency.

(25) The Board erred in failing to find that Nick Cumorich was discharged solely for inefficiency.

(26) The statement of the Board (D. & O. 30) that Paul Bozurich "forcibly brought his viewpoint [opposition to the Independent] to the respondent's [petitioner's] attention, not only by his aggressiveness at the first meeting of the Independent, but also subsequently in conversations with supervisory officials" is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence in so far as said statement finds or infers that petitioner had knowledge of his activities at said meeting or his views with respect to the Independent.

(27) The following finding and statement of the Board (D. & O. 31):

"The respondent's [petitioner's] seniority plan came about as the result of bargaining between the Independent and the respondent [petitioner]."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(28) The following finding and conclusion of the Board (D. & O. 34):

"* * * Upon the entire record, we are convinced that the ostensible lay-off of Kalamarie was actually a discharge because of his union activity.

"We find that the respondent [petitioner] discharged

John Kalamarie because of his union membership and activities and that the respondent [petitioner] thereby discriminated against him in regard to tenure of employment."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the law and the evidence. For further particularity in connection with this specification of error, petitioner refers to Appendix E, attached to this petition and by this reference made a part hereof.

(29) The Board erred in failing to find that John Kalamarie was laid off solely for lack of work.

(30) The following finding and conclusion of the Board (D. & O. 36):

"We find that by this action respondent [petitioner] discriminated in regard to the terms and conditions of employment of Peter Solinko and the hire of Frank Solinko, thereby encouraging membership in the Independent and discouraging membership in the Amalgamated."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the law and the evidence. For further particularity in connection with this specification of error, petitioner refers to Appendix F, attached to this petition and by this reference made a part hereof.

(31) The Board erred in failing to find that the petitioner hired Frank Solinko unconditionally.

(32) The following finding and conclusion of the Board (D. & O. 36):

"We find that by discharging Salmons and Novak, and by discharging and refusing to reemploy Karbel, Cumorich, and Kalamarie, the respondent [petitioner] had discriminated in regard to the hire and tenure of employment of each of them, thereby discouraging membership in the Amalgamated."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the law and the evidence.

(33) The following finding and conclusion of the Board (D. & O. 36):

"We find further that by its acts of discrimination respondent [petitioner] has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the law and the evidence.

(34) The following finding and conclusion of the Board (D. & O. 36):

"We find that the activities of the respondent [petitioner] set forth in Section III above, occurring in connection with the operations of the respondent [petitioner] described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the law and the evidence.

(35) The Board erroneously considered and relied on matters not a part of the record in said proceedings in making its decision and order of May 12, 1939.

(36) The Board prejudged the issues presented by the complaint and answer thereto, and without warrant in law or in fact disregarded substantial relevant evidence upon the merits of the controversy introduced by witnesses of petitioner and of the Independent.

(37) The findings and conclusions of the Board set forth in Section V, "The remedy," of the Board's decision and order (pp. 36-38), and each of them, are erroneous and are not supported by any evidence, are not supported by any substantial evidence and are contrary to the law and the evidence in so far as they, and each of them, find or conclude that petitioner has engaged in or was or is engaging in any unfair labor practice defined in the National Labor Relations Act.

(38) The Board erred in denominating paragraphs 1-6 of the decision and order (pp. 38-39) conclusions of law, for the reason that said statements are not conclusions of law but are mixed conclusions of law and of fact.

(39) In so far as the Board's so-called conclusions of law 1-6, both inclusive (D. & O. 38-39), are based upon the record before the Board and not upon the findings of the Board, the same and each of them are erroneous.

(40) The Board's so-called conclusions of law 1-6, both inclusive (D. & O. 38-39), and each of them, are not supported by any evidence, are not supported by any substantial evidence and are contrary to the law and the evidence.

(41) The Board erred in making and issuing paragraphs 1 and 2 of its order of May 12, 1939 (pp. 40-42), and each and every provision thereof.

(42) The Board erred in making and issuing paragraph 1 of its decision and order of May 12, 1939 (pp. 40-42) and each and every provision thereof ordering petitioner to cease and desist from certain alleged action for the reason that said provisions and each of them are contrary to fact and to law and violate the due process clause of the Constitution.

(43) The Board erred in making and issuing paragraph 2 of its decision and order of May 12, 1939 (pp. 40-42), and each and every provision thereof ordering petitioner to take certain specified affirmative action, for the reason that said provisions and each of them are contrary to fact and to law and violate the due process clause of the Constitution.

(44) The Board erred in making and issuing paragraph 2 of its decision and order of May 12, 1939 (pp. 40-42), and each and every provision thereof, for the reason that said affirmative action therein required will not effectuate the policies of the National Labor Relations Act.

(45) The Board erred in failing to find that petitioner had not engaged in any unfair labor practice defined in the National Labor Relations Act.

(46) The Board erred in failing to dismiss the complaint and each and every paragraph thereof.

Prayer.

Wherefore, your petitioner, Link-Belt Company, petitions this Honorable Court for a review of the aforementioned order of the National Labor Relations Board entered May 12, 1939, and respectfully prays:

(1) That the Board may be required, in conformity with law, to certify for filing in this Court a transcript of the entire record in the aforementioned proceedings before the Board, including the pleadings, testimony and exhibits upon which said order was purportedly entered and the decision, findings, conclusions and order of the Board;

(2) That the proceedings before the Board as set forth in said transcript be reviewed by this Honorable Court, and that said order be set aside, vacated and annulled, and that the respondent be ordered to dismiss its complaint against the petitioner; and

(3) That this Honorable Court exercise its jurisdiction over the parties and the subject matter of this petition and grant to petitioner such other and further relief in the premises as the rights and equities of the cause may require.

And your petitioner will ever pray.

Link-Belt Company
By Herbert Pope
Ernest S. Ballard
Henry E. Seyfarth
William F. Price
120 South La Salle Street
Chicago, Illinois
Its Attorneys

Pope & Ballard
120 South La Salle Stret
Chicago, Illinois
Randolph 6680
Of Counsel

May 25, 1939.

State of Illinois, } ss.
County of Cook. }

W. C. Carter, being first duly sworn ,on oath deposes and says that he is vice president of Link-Belt Company, petitioner above named; that he has read the foregoing petition and knows the contents thereof; and that the allegations contained therein are true to the best of his knowledge, information and belief.

W. C. Carter

Subscribed and sworn to before me this 25th day of May, 1939.

F. V. MacArthur
Notary Public.

My commission expires September 8, 1942.
(Seal)

APPENDIX A.

Further Particulars in Connection with Subparagraph (15) of Paragraph 16 of the Petition

(a) The following finding and statement of the Board (D. & O. 7):

"The respondent's [petitioner's] attempt through the medium of the Plan to deflect and frustrate its employees' impulse toward self-organization was not entirely successful."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence in so far as the same finds or infers that petitioner attempted in any way to interfere with, restrain or coerce its employees in the exercise of the rights guaranteed them in section 7 of the Act.

(b) The following finding and statement of the Board (D. & O. 7-8):

"The Independent was a direct response to the decisions upholding the constitutionality of the Act. Shortly prior to these Supreme Court decisions, a group of the respondent's [petitioner's] employees who were opposed to the Amalgamated began to discuss the formation of an inside union."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(c) The following finding and statement of the Board (D. & O. 8):

"* * * the Plan representatives, without exception, were active in establishing the Independent."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(d) The following finding and statement of the Board (D. & O. 8):

"The organizers of the Independent evidently did not relish the rights of self-organization which are guaranteed by the Act. * * * Linde expressed a frank hostility toward bona fide labor organizations at the hearing, and it is evident that respondent [petitioner] implanted upon the minds of those who organized the Independent the respondent's [petitioner's] own dislike and distrust of outside unions. This hostility toward the Amalgamated and not a

genuine desire for self-organization was the primary motivation for organizing the Independent."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(e) The following finding and statement of the Board (D. & O. 9):

"* * * That evening, April 13, Greenlee, a representative of office employees under the Plan, who apparently had been approached by Linde, arranged to have the heading at the top of the application petition hectographed on a machine maintained by the respondent [petitioner] in its planning room."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence in so far as the same finds or infers that such hectographing was done with either the knowledge or consent of petitioner.

(f) The following finding and statement of the Board (D. & O. 10):

"* * * Among those attending [the meeting of the Independent of April 22, 1937] were at least two foremen, Grenis and Siskauskis, and a number of women and children."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(g) The following finding and statement of the Board (D. & O. 10):

"It appears that, at the meeting, Wham addressed the audience, discussed the Act, and denounced outside unions. * * * The constitution was consistent with Wham's keynote address against outside unions, * * *."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(h) The following finding and statement of the Board (D. & O. 10):

"The same day that the proposed recognition agreement was presented to Berry, the representation Plan was abandoned. Froling, as chairman of the employee's board, called a meeting of the board on the morning of April 19, and asked Berry to meet with them. A paper, purporting to disband the Plan, was thereupon signed by those present. * * * There was a gap of only 2 days between the abandonment of the Plan and the recognition of the Inde-

pendent; demand for recognition and the demise of the Plan were virtually simultaneous acts, with Litster, Froling and Berry participating in both."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(i) The following finding and conclusion of the Board (D. & O. 11):

"Although there is considerable conflict in the testimony, we are convinced from the record that from April 14 to April 23, the respondent's [petitioner's] supervisory officials not only permitted but actually abetted the solicitation of members for the Independent during working hours."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the law and the evidence.

(j) The following finding and statement of the Board (D. & O. 11):

"* * * He [Lackhouse] testified that during the lunch hour Froling assured him that Brucks had obtained permission from the management to circularize the men, but that he should keep under cover. Froling denied the statement about Brucks, but we are convinced that it was made since otherwise it would be difficult to account for Lackhouse's subsequent activity in behalf of the Independent."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(k) The following finding and statement of the Board (D. & O. 11):

"* * * After lunch Lackhouse conferred with his foreman, Nyberg, saying that Froling wanted him to help organize the plant. Nyberg told Lackhouse to go ahead, and the latter replied that he would as soon as he finished the job he was on."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(l) The following finding and statement of the Board (D. & O. 11-12):

"* * * Lackhouse testified that about a half hour later the assistant superintendent of the foundry, Olson, called him away from his job, expounded the advantages of an inside union over an outside, and said that an out-

side union would never get anywhere with them, just striking all the time.' Lackhouse testified that after this conversation he dropped his work and went around getting signatures on the application petition in the foundry. Olson denied this conversation, but we do not credit this denial. Olson's testimony was evasive and contradictory. Furthermore, he admitted that he approached Lackhouse after hearing rumors that the Independent was being formed and questioned him about it. Under these circumstances we believe Lackhouse's testimony and we find that he was instructed by his superiors as to the virtues of an inside organization and acted upon those instructions in soliciting members.''

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(m) The following finding and statement of the Board (D. & O. 12-13):

''Lackhouse's solicitation for the Independent was aided even further by another of the respondent's [petitioner's] supervisors. Lackhouse testified that Siskauskis, a foreman in the foundry, took the application petition from him and that Siskauskis himself signed the names of several employees who were working nearby. These were employees, apparently, who were unable to read or write. Testimony of Lackhouse as to this incident was corroborated at the hearing by several others who observed Siskauskis, including Joseph Thomas, one of those whose name was signed. Thomas, who is illiterate, testified that Siskauskis came up with a piece of paper, and when Thomas said that he could not write, Siskauskis signed Thomas' name. Thomas further testified that on two subsequent occasions Siskauskis again signed Thomas' name for application for membership in the Independent, the last time in the timekeeper's office over the protest of Thomas.

''Balcauski, a moulder in the foundry, testified as to other activity upon the part of Siskauskis for the Independent. * * * There is evidence of other activity by Siskauskis in behalf of the Independent and against the Amalgamated, of which the above is illustrative.

''Siskauskis in general denied the activities and conversations attributed to him by the witnesses for the Board. We do not find his denials convincing. It is improbable that all the testimony showing numerous acts by Siskauskis of interfering with the affairs of the Independent was fabricated. Furthermore, some of the testimony of Sis-

kauskis is contradictory and absolutely incredible. For example, Siskauskis attended the first meeting of the Independent, stating on direct examination that he just happened to be going by the hall, saw the crowd, and went in to 'see what is going on.' Later in his testimony Siskauskis explained that he went into the hall to obtain some food for his pigeons. At one place in his testimony, Siskauskis stated that he remained at the Independent meeting 20 minutes or half an hour and at another only 5 or 10 minutes. Despite the fact that announcements of the first meeting were lying around the plant, where they had been dropped by the men, Siskauskis insisted that he did not know that a meeting of the Independent was being held when he came to the hall. We do not believe Siskauskis' testimony in this regard. We find that Siskauskis, a foreman of the respondent [petitioner] signed the names of employees of the respondent [petitioner] to the application petition, and in other ways actively aided the formation of the Independent."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(n) The following finding and statement of the Board (D. & O. 13-14):

"The record discloses other instances of solicitation for the Independent by supervisory officials of the respondent [petitioner]. Several witnesses for the Board testified that one Belov, whom they referred to as the night foreman, solicited members for the Independent, approaching the entire night shift in the foundry. One of the witnesses, Kalamarie, testified that Belov received written instructions from his superior, McKinney, ordering him to attempt to get the night foundry shift to sign up in the Independent. Kalamarie testified that Belov showed him the note and asked his advice, and that he told Belov to follow his orders, whereupon Belov unsuccessfully tried to solicit Kalamarie and others. * * * McKinney denied sending such instructions to Belov. We do not credit his denial, however, since his testimony at times was contradictory and incredible. In view of this fact and the respondent's [petitioner's] failure to call Belov, we are convinced that Kalamarie is to be believed."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(o) The Board erred in stating (D. & O. 14) that petitioner contended that no one had supervisory authority

over the 15 or 20 employees on the night shift in the steel foundry near the end of 1937.

(p) The following finding and statement of the Board (D. & O. 14):

"* * * He [Belov] performed manual labor only when instructing another worker, or when an odd job had to be done and there was no one available. Belov used the office of the day foreman, McKinney, * * *. The men under him regarded him as their foreman, and it clearly appears that he exercised supervisory powers. We find that Belov was a minor supervisory official. We find further that in soliciting for the Independent he acted directly at the behest of his superior, McKinney, an agent of the respondent [petitioner]."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(q) The Board erred (D. & O. 14) in giving any weight to the testimony of one of the Board's witnesses that an unidentified alleged straw boss of petitioner actively solicited members for the Independent.

(r) The following finding and statement of the Board (D. & O. 15):

"Staskey, the employment manager of the respondent [petitioner], on at least one occasion used his position as a means of forcing an employee to join the Independent. Pete Solinko, an employee of the respondent [petitioner], had made several requests of Staskey to obtain employment for his son, Frank. During the period the Independent was organizing, Pete called with Frank to renew his request. Pete at this time was a member of the Amalgamated. Staskey asked the elder Solinko how stong the Amalgamated was and whether he had joined the Independent. Solinko replied that he had not. Staskey told him to see an inspector named Kovatch and to sign an application for membership in the Independent. When Pete made no effort to see Kovatch, the latter came over and solicited him. Pete at first refused to sign, but the following day in the timekeeper's office signed his name on an application card and Kovatch wrote in his address, since Pete was unable to write English. The foundry superintendent, Skeates, had left the timekeeper's office as Kovatch and Pete Solinko entered. The same day Frank Solinko was hired. Frank corroborated his father's testimony that Staskey inquired about the Amalgamated, and

we find Staskey's denial of his activity unconvincing. Staskey admitted at the hearing that Pete showed him a signed application card for membership in the Independent just before Frank went to work. It appears, therefore, that Staskey must have indicated, as Pete testified and we find, that the employment of his son was conditioned upon Solinko's membership in the Independent."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(s) The following finding and statement of the Board (D. & O. 15-16):

"In addition to evidence of direct activities of the supervisory staff of the respondent [petitioner] during the formative stages of the Independent, the record is replete with evidence showing solicitation by individuals and the collection of dues for the Independent during company time. * * * We think it inconceivable that his [Kovatch's] superiors were unaware of his activity, particularly since, as we have shown above, some of them directly participated in activity on behalf of the Independent. We therefore credit the testimony of witnesses for the Board that Kovatch spent large portions of his time from April 14 to 19, 1937, openly soliciting membership in the Independent in the presence of the respondent's [petitioner's] supervisors. In addition, Kovatch had bulletin boards made in the respondent's [petitioner's] shop, which were prominently displayed throughout the plant. Other employees besides Kovatch, including Bailey, a representative under the Plan, aided in the organizational campaign of the Independent with scarcely a pretense of keeping under cover. The Amalgamated was not granted these privileges."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(t) The Board erred in failing to find that petitioner warned its supervisory officials to maintain an attitude of strict impartiality between the Independent and the Amalgamated and that such impartiality was observed.

(u) The following finding and statement of the Board (D. & O. 16):

"* * * Although we find this contention [that Berry was not aware of the organization of the Independent until April 19, 1937] incredible in view of the open aid which we have shown was given the Independent by supervisory officials prior to April 19, Berry's feigned ignorance of the

creation of the Independent forced him to admit at the hearing that no instructions were given to the supervisors until after the Independent demanded recognition. At this time the instructions were useless since a majority of the employees had joined the Independent, in a large part because of the attitude displayed by and the activities of the respondent's [petitioner's] supervisors."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(v) The following finding and statement of the Board (D. & O. 17):

"* * * As we have seen, the principal organizer was motivated, in common with the respondent [petitioner] by a frank hostility to the purposes of the Act and genuine self-organization."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(w) The following finding and statement of the Board (D. & O. 17):

"* * * The respondent [petitioner] maintained the Plan until it realized that its abandonment would coincide with the recognition of the Independent. A bona fide labor organization was thus effectively forestalled."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(x) The following finding and statement of the Board (D. & O. 17):

"* * * The representatives under the Plan were all active in solicitation for the Independent."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(y) The following finding and statement of the Board (D. & O. 17):

"* * * The employees of the respondent [petitioner] of necessity must have linked the successor organization to the admittedly illegal Plan and thus to the respondent [petitioner] because of the identity of leading figures in the Plan and the Independent, and because the immediate granting of bulletin boards proclaimed to the employees the respondent's [petitioner's] interest. The very haste with which recognition was accorded the Independent despite the respondent's [petitioner's] knowledge, admitted by Berry at the hearing, that the Amalgamated claimed a

substantial membership indicates the respondent's [petitioner's] desire to forestall the outside union.".

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(z) The following finding and statement of the Board (D. & O. 17):

"* * * Finally, the action of the respondent's [petitioner's] agents and supervisors in aiding the Independent to organize precludes this organization from being a free choice of the employees. The respondent's [petitioner's] subsequent show of impartiality does not alter our conclusion. The respondent [petitioner] and the Independent also contend that the collective bargaining between the two indicates a lack of domination. Under the circumstances of this case, and in light of the improper actions of the respondent [petitioner] in establishing the Independent, no such inference arises.".

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(aa) The Board erred in failing to find that there was genuine, sincere and honest bargaining between representatives of the Independent and representatives of the petitioner.

APPENDIX B.

Further Particulars in Connection with Subparagraph (17) of Paragraph 16 of the Petition.

(a) The following finding and statement of the Board (D. & O. 18):

"* * * These reports were then copied by the N.M.T.A. [National Metal Trades Association], the copies sent to the respondent [petitioner], and the originals destroyed. The respondent [petitioner] destroyed the copies as soon as they were read."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(b) The following finding and statement of the Board (D. & O. 18):

"The N.M.T.A. is an employers' association long dedicated to the principles of the open shop. Prior to an amendment of its constitution in April 1937, it openly espoused an anti-union philosophy."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(c) The Board erred in failing to find that the reports of Cousland through the N.M.T.A. related solely to such matters as safety and sanitation, piecework rates, production and tooling methods and efficiency in time study matters and did not relate to union activity or labor organizations.

(d) The following finding and statement of the Board (D. & O. 18-19):

"* * * Berry, who received the reports from the N.M.T.A., testified that Cousland was performing a function similar to that of a grievance committee of a labor organization, since, acting on his reports, the respondent [petitioner] could remove sources of dissatisfaction. While it is true that Cousland probably did report on piece-work dissatisfaction, we do not believe that all his activity was so inocuous. The melodramatic secrecy veiling Cousland's reports, the use of a number as a signature, the circuitous routing through the anti-union N.M.T.A., and the immediate destruction of the reports by both the N.M.T.A. and the respondent [petitioner], suggest, and we find, that Cousland also played the role of a labor spy."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(e) The following finding and statement of the Board (D. & O. 19):

"* * * It [a portion of the correspondence between N.M.T.A. and petitioner] reveals that the respondent [petitioner] requested and received 350 copies of 'Some Questions and Answers Concerning the Wagner Act,' and that these pamphlets were posted and distributed throughout the respondent's [petitioner's] plants. These 'Questions and Answers' are wholly misleading, confining themselves almost entirely to stating the rights of the employer left unaffected by the Act, without adequately or accurately listing the rights which the Act guarantees to employees."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the law and the evidence.

(f) The following finding and statement of the Board (D. & O. 19):

"* * * Significantly, none of the correspondence relates to time study or piece-work dissatisfaction, * * *. On

the contrary, there is a clear indication that the principal bond between the respondent [petitioner] and the N.M.T.A. was that of anti-union policy and we believe that Cousland served that policy."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(g) The following finding and statement of the Board (D. & O. 20):

"* * * We are not convinced that this [petitioner's contention that it had not acted against any labor organization as a result of anything reported by Cousland] is so. Cousland had joined the Amalgamated, but had been forced to resign in May 1937, when his role as an undercover agent was made public by the Senate subcommittee on civil liberties. There is ample evidence of anti-union activity by respondent [petitioner] prior to the unmasking of Cousland by the Senate subcommittee. Moreover, the record reveals that Cousland, prior to his resignation, became active as a committee member of the Amalgamated. It is well known that labor spies commonly join labor unions either to report on their activities or for the purposes of sabotage. Despite the fact that Cousland ceased writing his reports to the N.M.T.A. in October 1936, we do not believe that his relationship to respondent [petitioner] as a labor spy terminated until exposure in March 1937 ended his usefulness."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(h) The Board erred in disregarding the testimony and exhibits of O. R. Abbott, office manager of National Metal Trades Association, who was called as a witness by the Board.

APPENDIX C.

Further Particulars in Connection with Subparagraphs (19) and (21) of Paragraph 16 of the Petition.

(a) The following finding and statement of the Board (D. & O. 7):

"* * * Salmons was immediately discharged when his activities came to the attention of the respondent [petitioner], under circumstances, to be discussed below, which indicate a violation of the Act. The treatment of Salmons was in sharp contrast to the attitude displayed by

the respondent [petitioner] toward the originators of The Independent Union of Craftsmen."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(b) The finding and statement of the Board (D. & O. 20) that Louis Salmons became dissatisfied with the employees' board under the employees' representation plan "because of its ineffectiveness in representing the employees" is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence in so far as the Board finds and infers that said board was ineffective in representing petitioner's employees.

(c) The following finding and statement of the Board (D. & O. 21):

"* * * Berry accused Salmons of spreading 'union propaganda' and gave him half an hour to leave the plant."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(d) The following finding and statement of the Board (D. & O. 21):

"* * * Forss said, referring to union activity [by Amalgamated], that he 'didn't know this was going on,' that he 'didn't believe it'."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(e) The Board erred in failing to find that Louis Salmons prior to his discharge was repeatedly warned to refrain from union activity on company tin

(f) The following finding and statement of the Board (D. & O. 21):

"The same day and under almost identical circumstances, Joseph E. Novak was discharged. * * * When Novak came into his office, Berry accused him of being an organizer and instigator of a union."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(g) The following finding and statement of the Board (D. & O. 22-23):

"* * * In so far as Novak is concerned, this contention [of petitioner that Salmons and Novak were each discharged for engaging in other than petitioner's business

on petitioner's time] is untenable. There is no substantial evidence that Novak engaged in any union activity whatsoever. On the contrary, it appears that he was not a member of the Amalgamated at the time of his discharge, and was ignorant that the Amalgamated was organizing. Berry testified that one of his foremen reported to him that he had observed Novak passing out cards. This foreman was not called to testify and we do not believe that his alleged report to Berry was accurate. Assuming it to be true, however, we do not believe that Berry would, without investigation or warning, have summarily discharged Novak for distributing cards."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(h) The Board erred in failing to find that Joseph E. Novak prior to his discharge was repeatedly warned to refrain from union activity on company time.

(i) The following finding and statement of the Board (D. & O. 23):

"Nor does the record sustain the respondent's [petitioner's] contention that its discharge of Salmons was proper because his union activity interfered with his work. At the time of Salmons' discharge the respondent [petitioner] had no rule which forbade solicitation of membership in a union. Nor did Salmons' efforts interfere with his work, and his immediate superior, Forss, was unaware that he was engaging in such activity. Salmons was never warned or reprimanded for his solicitation. It is significant that no members of the Independent were ever discharged for their activity, although the record reveals that several employees were much more active in solictation for it than was Salmons for the Amalgamated."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(j) The Board erred in failing to treat petitioner's offer of proof (R. 1777-81) as proved in its entirety.

(k) The Board erred in finding and stating (D. & O. 24) that the discharge of Louis Salmons was discriminatory.

APPENDIX D.

Further Particulars in Connection with Subparagraph (23) of Paragraph 16 of the Petition.

(a) The following finding and statement of the Board (D. & O. 26):

"* * * On May 19, 1937, Belov, who, as we have pointed out above, was the night foreman supervising 15 or 20 men, * * *."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(b) The Board erred in giving any weight to the alleged acts and statements of Belov and in failing to find that Belov was not a supervisory employee.

(c) The following finding and statement of the Board (D. & O. 27):

"As we have already indicated, Belov upon instructions from McKinney had solicited membership for the Independent among the night shift."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(d) The following finding and statement of the Board (D. & O. 27):

"Cumorich was not compared with any of the other employees for the reason that there were none doing comparable work."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(e) The following finding and statement of the Board (D. & O. 27-28):

"The accuracy of the time studies made by Peters is open to considerable doubt. He admitted that Cumorich, although hired as a chipper, was engaged principally as a laborer, shoveling sand, cutting up scrap and doing other jobs around the steel foundry. Cumorich rarely worked on piece work, since laborers are paid on an hourly basis. As a result, an efficiency rating based entirely upon Cumorich's capacity on piece work, would not be a true test of his relative capability."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(f) The following finding and statement of the Board (D. & O. 28):

"We believe, moreover, that Peters' time studies are open to a much more serious objection, in that they are based upon a number of indeterminate factors never clearly demonstrated in the record and they completely overlook the differing physical circumstances surrounding each job."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(g) The following finding and statement of the Board (D. & O. 28):

"* * * Under these circumstances, we do not believe that the time studies reflect with any degree of precision the relative efficiency of Karbel or Cumorich. These physical differences surrounding each job were admitted at the hearing, and we do not believe that respondent [petitioner] discharged either man because of anything disclosed by Peters' time study."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(h) The following finding and statement of the Board (D. & O. 28-29):

"Both Karbel and Cumorich testified that they were never warned about the quality of their work. McKinney testified that he made frequent trips to the night shift and on several occasions warned these men that their work was unsatisfactory. McKinney's credibility as a witness, as pointed out above, is questionable. We do not believe that McKinney ever specifically warned either man. Each testified that he had never observed McKinney in the foundry at night, and we find that neither Karbel nor Cumorich was ever warned that his work was unsatisfactory by McKinney or any other supervisor."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(i) The following finding and statement of the Board (D. & O. 29):

"* * * Almost immediately a time study was instigated directed solely to their work and within a period of 3 weeks or so both were discharged, without warning. Beloy, the immediate superior of both, professed ignorance of the reason for discharge, asserting his belief that they

were good workmen. An unusual procedure of giving them their dismissal pay was adopted, a procedure which prevented either from facing McKinney or the workers on the day shift. Under these circumstances, we reject the respondent's [petitioner's] contention as to the reason for their discharge."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

APPENDIX E.

Further Particulars in Connection with Subparagraph (28) of Paragraph 16 of the Petition.

(a) The following finding and statement of the Board (D. & O. 33):

"• • • Immediately afterwards, Morely, the day foreman, sent a note to Belov who was the night foreman, informing him to supervise Kalamarie more closely and if his work was not found up to standard to lay him off for a week."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(b) The following finding and statement of the Board (D. & O. 33-34):

"The record discloses that there was considerable interchangeability of workers within the steel cleaning room, chippers would act as burners, burners as laborers, depending on the amount of work available. The case of Thiele who started as a welder and later became a burner is illustrative of the shifting of employees from one capacity to another. It would appear, therefore, that if a seniority policy for the whole room had been applied, considering the feasibility of transfer, Kalamarie would have been retained in preference to Thiele, Kouna, or Melcoskey."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

(c) The Board erred in failing to find that John Kalamarie requested to be transferred from the position of a burner to that of an arc welder and at the time of such transfer understood that he would lose his seniority rights as either a burner or laborer.

(d) The following finding and statement of the Board (D. & O. 34):

"It is significant that Kalamarie was placed under stricter supervision immediately following the visit of the grievance committee to Berry, * * *."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

APPENDIX F.

Further Particulars in Connection with Subparagraph (30) of Paragraph 16 of the Petition.

(a) Paragraph (r) of Appendix A to the petition is hereby made a part hereof.

(b) The following finding and statement of the Board (D. & O. 36):

"* * * Staskey, after attempting to learn the strength of the Amalgamated, instructed Peter Solinko to see Kovatch and to join the Independent, indicating that the employment of his son, Frank, would be conditioned upon his so joining."

is not supported by any evidence, is not supported by any substantial evidence and is contrary to the evidence.

And afterwards, to wit, on the 25th day of September, 1939, there was filed in the office of the Clerk of the United States Circuit Court of Appeals for the Seventh Circuit an Answer of the National Labor Relations Board to petition for review and Request for enforcement of an order of the National Labor Relations Board, to wit: Filed Sept. 25, 1939.

IN THE UNITED STATES CIRCUIT COURT OF APPEALS.

* * (Caption—6974) * *

ANSWER OF THE NATIONAL LABOR RELATIONS BOARD TO PETITION FOR REVIEW AND REQUEST FOR THE ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD.

To the Honorable, the Judges of the United States Circuit Court of Appeals for the Seventh Circuit:

Comes now the National Labor Relations Board and, pursuant to the National Labor Relations Act (49 Stat.

449, C. 372, 29 U. S. C. sec. 151, et seq.), files this answer and request for enforcement of its order heretofore issued against Link-Belt Company, the petitioner herein:

1. The Board admits the allegations contained in paragraphs 1 to 4, inclusive, of the petition, under the heading "Parties and Jurisdiction."

2. With respect to the allegations contained in paragraphs 5 to 15, inclusive, of the petition, under the headings "Proceedings Before the Board" and "Order to Be Reviewed," the Board, answering, prays reference to the certified transcript of the entire record in the proceedings before the Board, filed herewith, for a full, exact, and complete statement of all the proceedings had in this case and of the pleadings, testimony, and evidence, findings of fact, conclusions of law, and order of the Board.

3. The Board denies the allegations contained in paragraph 16 of the petition, including the allegations contained in subparagraphs (1) to (46), inclusive, and those contained in appendices A to F, inclusive, made part thereof, all under the heading "Specification of Errors Relied On." Further answering, the Board avers that the proceedings had before it, the findings of fact, conclusions of law, and order were and are in all respects valid and proper under the National Labor Relations Act and the Constitution of the United States.

Wherefore, the Board respectfully prays this Honorable Court that said petition be denied in so far as it prays that the order of the Board be set aside, vacated, and annulled, and in so far as it prays that the Board be ordered to dismiss its complaint against petitioner.

Further Answering, the Board, pursuant to Section 10 (e) and (f) of the National Labor Relations Act, respectfully requests this Honorable Court for the enforcement of the order issued by the Board on May 12, 1939, in the proceedings instituted by it against the petitioner, Link-Belt Company, said proceedings being designated on the records of the Board as Case No. C-607, the title thereof being "In the Matter of Link Belt Company and Lodge 1604 of Amalgamated Association of Iron Steel and Tin Workers of North America, through the Steel Workers Organizing Committee affiliated with the Committee for Industrial Organization."

In support of this request for enforcement of its said order, the Board respectfully alleges as follows:

(a) Petitioner, an Illinois corporation, is engaged in business in the State of Illinois, within this judicial circuit.

By reason thereof, this Court has jurisdiction of the petition to review herein and of this request for enforcement by virtue of Section 10 (e) and (f) of the National Labor Relations Act.

(b) Upon all proceedings had in said matter before the Board, as more fully shown by the certified transcript of the entire record thereof, filed herewith, to which reference is hereby made, and including, without limitation, complaint, amendments thereto, answer, hearing for the purpose of taking testimony and receiving other evidence, intermediate report and exceptions filed thereto, and written and oral argument before the Board, the Board, on May 12, 1939, made its decision, duly stated its findings of fact and conclusions of law, and issued the following order, directed to the petitioner, its officers, agents, successors, and assigns:

Order.

Upon the basis of the above findings of fact and conclusions of law and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Link Belt Company, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration of Independent Union of Craftsmen, or the formation or administration of any other labor organization of its employees, or contributing support to Independent Union of Craftsmen, or any other labor organization of its employees;

(b) Discouraging membership in Lodge 1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America, or any other labor organization of its employees, by discharging or refusing to reinstate any of its employees or in any other manner discriminating in regard to their hire and tenure of employment or any terms or conditions of their employment;

(c) Either directly or indirectly, engaging in any manner of espionage or surveillance, or engaging the service of any agency or individuals for the purposes of espionage or surveillance, upon its employees or upon any labor organization of its employees;

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organiza-

tions, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid and protection, as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from Independent Union of Craftsmen as representative of any of its employees at the 39th Street plant for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, and completely disestablish Independent Union of Craftsmen as such representative;

(b) Make whole Joseph E. Novak for any loss of pay he may have suffered by reason of the respondent's discrimination in regard to his hire and tenure of employment, by payment to him of a sum of money equal to that which he normally would have earned as wages from the date of his discharge to the date of his reinstatement, less his net earnings, other than earnings as a musician, during said period; deducting, however, from the amount otherwise due to him, monies received by him during said period for work performed upon Federal, State, county, municipal, or other work-relief projects; and pay over the amount so deducted to the appropriate fiscal agency of the Federal, State, county, municipal, or other government or governments which supplied the funds for said work-relief projects;

(c) Offer to John Kalamarie, Mike Karbel, and Nick Cumorich immediate and full reinstatement to their former positions, without prejudice to their seniority and other rights and privileges;

(d) Make whole John Kalamarie, Mike Karbel, and Nick Cumorich for any loss of pay they have suffered by reason of the respondent's discrimination in regard to hire and tenure of employment, by payment to each of them, respectively, a sum of money equal to that which he would normally have earned as wages from the date of his discharge to the date of the respondent's offer of reinstatement, less his net earnings during said period; deducting, however, from the amount otherwise due to each of said employees, monies received by said employees during said period for work performed upon Federal, State, county, municipal or other work-relief projects; and pay over the amount so deducted to the appropriate fiscal agency of the Federal, State, county, municipal, or other government or govern-

ments which supplied the funds for said work-relief projects;

(e) Include Paul Bozurich, Harry Johnson, and Stanley Balcauski in the seniority list by classification which it maintains for all employees who were non-discriminatorily laid off, and refrain from discriminating against Paul Bozurich, Harry Johnson, and Stanley Balcauski, when in accordance with its usual seniority rules, employment becomes available for any or all of them;

(f) Post immediately notices in conspicuous places throughout the 39th Street plant, stating: (1) that the respondent will cease and desist as provided in paragraphs 1 (a), (b), (c), and (d) of this Order; (2) that the respondent will take the affirmative action provided for in paragraphs 2 (a), (b), (c), (d), and (e) of this Order;

(g) Maintain such notices for a period of at least sixty (60) consecutive days from the date of posting;

(h) Notify the Regional Director for the Thirteenth Region, in writing, within ten (10) days from the date of this Order what steps the respondent has taken to comply herewith.

And It Is Further Ordered that the allegations of the complaint that the respondent has engaged in unfair labor practices within the meaning of Section 8 (3) of the Act by discharging Nels Carl Sorenson and by laying off Paul Bozurich, Harry Johnson, and Stanley Balcauski be, and they hereby are, dismissed.

(c) Thereafter, on May 12, 1939, the Board's decision and order were duly served upon petitioner by sending copies thereof postpaid, bearing government frank, by registered mail, to its attorneys, Pope & Ballard, in Chicago, Illinois.

(d) Pursuant to Section 10 (e) and (f) of the National Labor Relations Act, the Board is certifying and filing with this Court herewith a transcript of the entire record of the proceedings before the Board, including the pleadings, testimony and evidence, findings of fact, conclusions of law, and order of the Board.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this answer and request for enforcement and transcript to be served upon petitioner, that this Court take jurisdiction of the proceedings in Case No. C-607 and of the questions determined therein, and make and enter upon the pleadings, testimony and evidence, and proceedings set forth in the transcript and upon the order made thereon, set forth in paragraph (b) hereof, a

decree denying in whole the petition to set aside, vacate, and annul the order of the Board and to dismiss the complaint, and enforcing in whole the order of the Board, and requiring petitioner and its officers, agents, successors, and assigns to comply therewith.

National Labor Relations Board
By Robert B. Watts,
Associate General Counsel.

Dated at Washington, D. C., this 20th day of September, 1939.

District of Columbia } ss:

Robert B. Watts, being first duly sworn, states that he is Associate General Counsel of the National Labor Relations Board, respondent herein, and that he is authorized to and does make this verification in behalf of said Board; that he has read the foregoing answer and request for enforcement and has knowledge of the contents thereof; and that the statements made therein are true to the best of his knowledge, information, and belief.

Robert B. Watts.

Subscribed and sworn to before me this 20 day of September, 1939.

John E. Lawyer,
Notary Public, District of Columbia.

My commission expires August 31, 1944.

Endorsed: Filed Sep. 25, 1939. Frederick G. Campbell, Clerk.

And afterwards, to wit, on the 10th day of October, 1939, there was filed in the office of the Clerk of the United States Circuit Court of Appeals for the Seventh Circuit, the following petition of Independent Union of Craftsmen to review and modify an order of the National Labor Relations Board, to wit:

(Added to Record pursuant to stipulation and Order of Oct. 18, 1939.)

IN THE UNITED STATES CIRCUIT COURT OF APPEALS. Filed Oct. 10, 1939.

* * (Caption—6974) * *

PETITION TO REVIEW AND MODIFY AN ORDER OF NATIONAL LABOR RELATIONS BOARD DATED MAY 12, 1939, IN CASE NO. C-607.

To the Honorable, the Judges of the United States Circuit Court of Appeals for the Seventh Circuit:

Your petitioner, Independent Union of Craftsmen, a corporation, respectfully shows:

1. Petitioner is a corporation duly and lawfully organized and since August 3, 1937, has been doing business under and by virtue of the laws of the State of Illinois applicable to corporations not for profit, and that its principal office is located at Chicago, Illinois.

2. That it is composed of members in excess of one thousand (1,000) and that its membership is open to all employees of the Thirty-ninth Street plant and the Caldwell-Moore plant of the Link-Belt Company not belonging to any other bargaining agency, regardless of sex, race, religious creed, color or political belief, except company officials and employees who have the authority to employ, discharge or discipline other employees. That all of its members are residents of the Seventh Circuit of the United States Circuit Court of Appeals and are and were at all times herein mentioned employees of said company at said plants.

3. That the chief purposes of the organization and existence of your petitioner and those for which it was chartered are as follows:

(a) To insure its members the advantages of collective bargaining with employers;

(b) To procure the establishment and maintenance of adequate, just and fair wage scales;

(c) To establish seniority rights consistent with merit ratings;

(d) To support the enactment of laws affecting old age security, adequate compensation for industrial ailments, unemployment insurance, maximum hours of labor, and promoting the general improvement of safety conditions in industry;

(e) To seek the stabilization of employment through mediation, arbitration and conciliation;

(f) To generally seek to improve the working and living conditions of all persons engaged in the industry;

(g) To do each and every thing necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any one or more of the obligations herein enumerated, or, which shall at any time appear conducive to or expedient for the protection or benefit of this corporation.

4. That the questions presented by this petition are of common and general interest to all of the members of your petitioner.

5. Respondent, National Labor Relations Board, is a public body organized and existing under an Act of Congress of July 5, 1935, Ch. 372, 49 Stat. 449, U. S. C. A., secs. 151-166 (hereinafter referred to as the "Act"), and the members of said respondent are J. Warren Madden, Edwin S. Smith, and William M. Leiserson, and its principal office is in Washington, in the District of Columbia. That said Board maintains an office and a regional director at Chicago, Illinois, where said regional director has charge of the Thirteenth Region of said Board, which includes the plant of respondent, Link-Belt Company, hereinafter mentioned.

6. The respondent company is an Illinois corporation operating a plant at 39th Street and Princeton Avenue, Chicago, Illinois, at which it is and was engaged in the manufacture, sale and distribution of cranes, shovels, draglines, mining conveyors, dumps, washers and driers, handling and preparation equipment for factories and foundries, mines and tipples and miscellaneous other steel construction, and that it is the respondent in the proceeding before the National Labor Relations Board in Case No. C-607, in which said Board made the order herein sought to be reviewed and modified, and is required by said order to perform certain affirmative acts which will affect your petitioner and all its members, all as herein more fully set out.

7. That petitioner, as the representative of its members, presented to the respondent, Link-Belt Company, signatures from well over fifty per cent (50%) of the employees working at the Thirty-ninth Street plant, Chicago, Illinois, authorizing the formation of said union, and authorizing it to act as the collective bargaining agency for the employees of said plant; that in accordance with the provisions of section 9 (a) of the National Labor Relations Act, the corporation on April 21, 1937, recognized said

union as the exclusive representative of all the employees in said Thirty-ninth Street plant, and the representatives of the company agreed that when requested they would meet with the representatives of the union for the purpose of considering the conclusion of an agreement with respect to wages, hours of employment and other conditions of employment, and that in June, 1937, pursuant to the recognition agreement of April 21, 1937, the Link-Belt Company and the Independent Union of Craftsmen entered into a contract covering rates of pay, hours of work and other conditions of employment to be observed between the parties thereto. That said contract represents the free choice of said members as a means of collective bargaining with the management aforesaid, and is satisfactory to said members, and your petitioner and its said members desire to continue to bargain as aforesaid through your petitioner as a representative of its said members.

8. That on or about May 25, 1937, the Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge No. 1604, affiliated with the Committee for Industrial Organization, through the Steel Workers Organizing Committee (hereinafter referred to as the "Amalgamated"), purporting to represent certain employees of respondent, Link-Belt Company, at its Thirty-ninth Street plant, filed an amended charge with the Regional Director for the Thirteenth Region of the respondent, National Labor Relations Board, against the respondent, Link-Belt Company, charging said Link-Belt Company with violation of section 8, subsections (1), (2) and (3), and section 2, subsections (6) and (7) of the Act, alleging in substance that the respondent on or about April 19, 1937, instigated the formation of the Independent Union of Craftsmen, dominated, interfered with, and contributed support to it, and on April 21, 1937, recognized it as the sole bargaining agent for all employees of the plant, and there were other allegations not affecting your petitioner.

9. That on or about March 4, 1938, the acting Regional Director for the Thirteenth Region did, purportedly based upon such amended charge, file a complaint against the respondent, Link-Belt Company, charging that said respondent had committed and was committing unfair labor practices affecting commerce within the meaning of section 8, subsections (1), (2) and (3), and section 2, subsections (6) and (7) of the Act in that, among other things:

"5. Respondent, by its officers and agents while engaged

at the plant as described above, on or about April 19. 1937, did instigate the formation of a labor organization among its employees, known as the Independent Union of Craftsmen, hereinafter called the Independent, and from that date down to and including the date of the filing of this complaint, did advise, urge, and warn its employees to join the Independent, and did otherwise foster, promote and encourage the formation and growth of the Independent; during said period respondent also did dominate and interfere with the administration of said labor organization and did contribute financial and other support thereto, and did on or about April 21, 1937, recognize the Independent as the sole bargaining agent for all the employees in the plant; by such acts and each of them respondent did engage in and is engaging in unfair labor practices within the meaning of Section 8, subdivision (2)."

10. That said complaint, the amended charge upon which the same was purportedly based, and a notice of hearing before a Trial Examiner, were served upon the respondent, Link-Belt Company, and the respondent, the Amalgamated, and the Independent Union of Craftsmen on March 4, 1938. On March 10, 1938, the respondent, Link-Belt Company, filed its answer to the complaint denying that it had engaged in or was engaging in unfair labor practices as charged.

11. That your petitioner, by its duly authorized officers and by counsel, was present on March 14, 1938, at the time of the commencement of said hearing before Hugh D. McCarthy, the Trial Examiner duly designated by the Board, and on the first day of the hearing the Independent filed a motion to intervene and to participate in the hearing, and this motion was granted by the Trial Examiner, and participation was limited to those matters which directly or indirectly affected the interests of the Independent Union of Craftsmen.

12. On May 9, 1938, the Trial Examiner filed his intermediate report, a copy of which was duly served on all the parties, finding that the respondent, Link-Belt Company, had engaged in, and was engaging in, unfair labor practices within the meaning of section 8, subsections (1), (2a) and (3), and section 2, subsections (6) and (7) of the Act, and recommending that the respondent cease and desist therefrom and take certain affirmative action to remedy the situation brought about by the unfair labor practices. On May 18, 1939, your petitioner requested an extension of time in which to file exceptions to the inter-

mediate report, which was granted by the Board, and thereafter the respondent, the Link-Belt Company, the respondent, the Amalgamated, and your petitioner filed exceptions to the intermediate report. The respondent, Link-Belt Company, also filed a brief in support of its exceptions. Pursuant to notice served on all parties, oral argument was held before the Board in Washington, D. C., on December 20, 1938, and the respondent, the Link-Belt Company, and your petitioner appeared by counsel and participated in the argument.

13. That on May 12, 1939, the respondent Board filed a decision, findings of fact and conclusions of law, and issued its order on said complaint in which it stated, among other things, that the respondent, Link-Belt Company, should:

"Cease and desist:

"(a) Dominating or interfering with the administration of Independent Union of Craftsmen, or the formation or administration of any labor organization of its employees, or contributing support to Independent Union of Craftsmen, or any other labor organization of its employees;

"Take the following affirmative action which the Board finds will effectuate the policies of the Act:

"(a) Withdraw all recognition from Independent Union of Craftsmen as representatives of any of its employees at the Thirty-ninth Street plant for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, and completely disestablish Independent Union of Craftsmen as such representative;

* * * * *

"(f) Post immediately notices in conspicuous places throughout the Thirty-ninth Street plant, stating: (1) That the respondent will cease and desist as provided in paragraphs 1 (a), (b), (c) and (d) of this order; (2) That the respondent will take the affirmative action provided for in paragraphs 2 (a), (b), (c), (d) and (e) of this order;"

14. That the respondent, Link-Belt Company, to the best of your petitioner's knowledge and belief, has not complied with, and so far as your petitioner is informed and believes and therefore alleges the fact to be, will not comply with the provisions of said order pending a determination of its validity in a certain proceeding now pend-

ing in this court under the name and style of "Link-Belt Company, a Corporation, Petitioner, *vs.* National Labor Relations Board, Respondent, No. 6974."

15. That said National Labor Relations Act, by section 10 (f), 29 U. S. C. A., sec. 160 (f) gives this court jurisdiction of this petition to review and modify said order of respondent, National Labor Relations Board.

16. That your petitioner believes itself to be aggrieved by said decision, findings, conclusions and order of the National Labor Relations Board of May 12, 1939, and that your petitioner considering certain portions of the same as hereinbefore specified to be prejudicial to it, hereby petitions the United States Circuit Court of Appeals for the Seventh Circuit to review and modify said decision, findings, conclusions and order of May 12, 1939, by setting aside certain portions thereof as hereinbefore specified, for the reason that said portions of said order are erroneous and were made in violation of the National Labor Relations Act and of the Constitution of the United States and should be set aside and annulled as void and of no effect for the reasons following, viz.:

(a) The several members of the Board and the agent who heard the evidence in said proceeding are prejudiced against unaffiliated labor unions, including your petitioner, and because of such prejudice were and are unable to accord to your petitioner the full and fair hearing to which it was entitled under the Act.

(b) The Board erred in finding that no prejudicial errors had been committed by the Trial Examiner in his rulings, excepted to by your petitioner, and the Board erred in finding that there was no merit in the exceptions of your petitioner to the Trial Examiner's proposed findings, proposed conclusions of law, and proposed order.

(c) The following finding of the Board:

"We have found that the respondent has dominated and interfered with the formation and administration of the Independent and has contributed support to it. The respondent's acts rendered the Independent incapable of serving the respondent's employees as a genuine bargaining representative and render its continued recognition by the respondent an obstacle to collective bargaining through freely chosen representatives"

is not supported by evidence, is contrary to the law and the evidence, and is contrary to the manifest weight of the evidence.

(d) The following finding of the Board:

"We find that Belov was a minor supervisory official. We find further that in soliciting for the Independent he acted directly at the behest of his superior McKinney, agent of the respondent"

is not supported by the evidence, is contrary to the law and the evidence, and is contrary to the manifest weight of the evidence.

(e) The following finding of the Board:

"The very haste with which recognition was regarded the Independent, despite the respondent's knowledge, admitted by Berry at the hearing, that the Amalgamated claimed a substantial membership indicates the respondent's desire to forestall the outside union"

is not supported by evidence, is contrary to the law and the evidence, and is contrary to the manifest weight of the evidence.

(f) The conclusion of the Board that your petitioner cannot operate as true representative of employees is not supported by evidence, is contrary to the law and the evidence, and is contrary to the manifest weight of the evidence.

(g) The conclusion of the Board that your petitioner should be disestablished by respondent, Link-Belt Company, is not supported by evidence, is contrary to the law and the evidence, and is contrary to the manifest weight of the evidence.

(h) The conclusion of the Board that the employees of the respondent of necessity must have linked the successor organization to the old representation plan and thus to the respondent because of the identity of leading figures in the Plan and the Independent, and because the immediate granting of bulletin boards proclaimed to the employees the respondent's interest, is not supported by evidence, is contrary to the law and the evidence, and is contrary to the manifest weight of the evidence.

(i) Said Board erred in failing to find that respondent, Link-Belt Company, has never had anything whatever to do with the management of your petitioner; that it is not supporting it financially or otherwise, and that it does not contemplate doing anything to prevent a free and independent action on the part of your petitioner or any of its members, all as shown by the evidence.

(j) Said Board erred in failing to find that your petitioner or any of its members were not granted privileges

that were not extended to the Amalgamated or any of its members, all as shown by the evidence.

(k) Said Board erred in failing to find that your petitioner and the respondent, Link-Belt Company, were prior to the date of the hearing and at the time of the hearing engaged in active and bona fide collective bargaining negotiations, all as shown by the evidence.

(l) Said Board erred in failing to find that the purposes of the Act can be effectively realized by a "cease and desist order" in respect to all actions of foremen and others in the role of management, and that no "order of disestablishment" is necessary to accomplish the purposes of the Act, all as shown by the evidence.

(m) Said Board erred in failing to find that the purposes of the Act can effectively be realized by a Board's order for a secret election, as authorized by section 9 (c) of the Act, in order to determine the employees free choice of their bargaining representative, and that no "order of disestablishment" is necessary to accomplish the purposes of the Act, all as shown by the evidence.

17. That respondent, National Labor Relations Board, has heretofore certified for filing in this court in Cause No. 6974, entitled, "Link-Belt Company, a corporation, Petitioner, *vs.* National Labor Relations Board, Respondent," a transcript of the entire record in said cause C-607 wherein the order complained of herein was entered, including all testimony, evidence and exhibits taken and the findings, conclusions and said order, and that the same is now on file in this court and is readily available for use in the determination of this cause.

18. That there has been filed in said cause No. 6974 of this court a printed transcript of the record in said cause No. C. 607 before respondent, National Labor Relations Board, containing all the testimony, evidence, and exhibits taken in the hearing of said cause No. C-607, and that the same is now on file in this court and is readily available for use in the determination of this cause.

Wherefore, your petitioner brings this petition for review of all of said proceedings, findings, conclusions and order of said National Labor Relations Board and prays:

1. That notice of the filing of this petition be forthwith served according to law upon said National Labor Relations Board and Link-Belt Company.

2. That this court enter an order providing that the transcript of the entire record in cause No. C-607 before

the National Labor Relations Board now on file in this court in cause No. 6974 entitled, "Link-Belt Company, a Corporation, Petitioner, *vs.* National Labor Relations Board, Respondent," shall stand as the certified transcript of the record in this cause in all things as effectively as if certified for the purpose of this cause and may be used as the official record in this cause.

3. That this court enter an order providing that the printed transcript of the record filed in said cause No. 6974 in this court shall stand as the printed transcript of the record in this cause and may be used as such without the necessity of filing any further transcript of the record in this court in compliance with Rule 21 of this court.

4. That said findings, proceedings, conclusions and order be reviewed and that said order be modified by setting aside and holding for naught the following portions thereof:

1. Cease and desist, (a), (See paragraph 13 above),
2. Affirmative action, subsections (a) and (f), (see paragraph 13 above),

and that no further proceedings be taken thereon.

5. That, pending a hearing and final determination of this petition, the court issue a restraining order staying and enjoining any and all proceedings which the respondent, National Labor Relations Board, might take to enforce said portions of said order of May 12, 1939, and enjoining respondent, Link-Belt Company, its officers, agents, attorneys, employees and servants, and all other persons acting in their behalf, from obeying or complying with, or taking any steps to carry out or put into effect the said portions of said order.

6. That this Honorable Court exercise its jurisdiction over the parties and the subject matter of this petition, and that petitioner have such other and further relief in the premises as the rights and equities in the cause may require and to your Honors may seem meet and proper.

Independent Union of Craftsmen,
a Corporation,
By Benjamin Wham,
Its Attorney.

State of Illinois, } ss.
County of Cook. }

John A. Litster, being first duly sworn on oath deposes and says that he is the President of the Independent Union of Craftsmen, the above petitioner, and is duly authorized to execute the above petition in the name of the petitioner; that he has read the foregoing petition and that the same is true except as to these matters which are alleged upon information and belief and as to those matters he believes them to be true.

John A. Litster.

Subscribed and Sworn to before me this 10th day of October, 1939.

.....

Notary Public.

Endorsed: In the United States Circuit Court of Appeals * * (Caption—6974) * * Petition to Review and Modify an Order of National Labor Relations Board Dated May 12, 1939, in Case No. C-607. Filed Oct 10 1939 Frederick G. Campbell, Clerk.

And afterwards to wit: On the second day of November, 1939, there was filed in the office of the Clerk of the United States Circuit Court of Appeals for the Seventh Circuit, the following answer of the National Labor Relations Board to petition for review in cause No. 7102 to-wit: Filed Nov. 2, 1939.

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

October Term, 1939.

Independent Union of Craftsmen, a corporation, *Petitioner,*
vs.
National Labor Relations Board and Link-Belt Company, a corporation, *Respondents.*
No. 7102.

ANSWER OF THE NATIONAL LABOR RELATIONS BOARD TO PETITION FOR REVIEW.

To the Honorable, the Judges of the United States Circuit Court of Appeals for the Seventh Circuit:

Comes now the National Labor Relations Board and, pursuant to the National Labor Relations Act (49 Stat. 449, c. 372, 29 U. S. C. sec. 151, et seq.), files this answer to the petition for review herein:

1. The Board admts each and every allegation contained in paragraphs 1, 4, 5, 6, 15, 17, and 18 of the petition.

2. With respect to the allegations contained in paragraphs 2 and 3 of the petition, the Board admits that petitioner is an incorporated labor organization, but has no knowledge or information sufficient to form a belief as to the other allegations contained in said paragraphs and therefore denies said allegations.

3. With respect to the allegations contained in paragraphs 7, 8, 9, 10, 11, 12, and 13 of the petition, the Board, answering, prays reference to the certified transcript of the entire record in certain proceedings before the Board, instituted by it against Link-Belt Company, wherein petitioner herein intervened, designated on the records of the Board as Case No. C-607, and which said transcript has heretofore been filed in this Court in Cause No. 6874 entitled "Link-Belt Company, a Corporation, Petitioner *vs.* National Labor Relations Board, Respondent," for a full, exact and complete statement of all the proceedings had in this case and of the pleadings, testimony, and evidence, findings of fact, conclusions of law, and order of the Board.

4. With respect to the allegations contained in paragraph 14 of the petition, the Board admits that Link-Belt Company has not complied with the order issued by the Board against it, but has no knowledge or information sufficient to form a belief as to the other allegations contained in said paragraph, and therefore denies the same.

5. The Board admits that petitioner is a "person aggrieved" by said order of the Board, within the meaning of Section 10 (f) of the Act, but denies each and every other allegation contained in paragraph 16 of the petition, and in each and every subparagraph thereof. Further answering, the Board avers that the allegations contained in subparagraph "(a)" of said paragraph 16 are wholly incompetent, irrelevant, and immaterial to the issues before this Court, that they constitute a completely unfounded and impertinent effort to impugn the character of the Board and its agents, and that they concern matters of official regularity into which upon the record in this case this Court will not inquire. The Board further avers that petitioner was accorded a full and fair hearing in all respects, and that the proceedings had before it, the findings

of fact, conclusions of law, and order were and are in all respects valid and proper under the National Labor Relations Act and the Constitution of the United States.

Wherefore, the Board respectfully prays this Honorable Court that said petition be denied in so far as it prays that said order of the Board be modified or set aside and in so far as it prays that a temporary stay issue pending the hearing and final determination of said petition; and the Board further prays that said order be enforced in full.

National Labor Relations Board,
By Charles Fahy,
General Counsel.

Dated at Washington, D. C. this 1st day of November 1939.

District of Columbia } ss:

Charles Fahy, being first duly sworn, states that he is General Counsel of the National Labor Relations Board, one of the respondents herein, and that he is authorized to and does make this verification in behalf of said Board; that he has read the foregoing answer and has knowledge of the contents thereof; and that the statements made therein are true to the best of his knowledge, information, and belief.

Charles Fahy.

Subscribed and sworn to before me this 1st day of November 1939.

John E. Lawyer,
Notary Public District of Columbia.

(Seal)

My commission expires August 31, 1944.

2052 BOARD EXHIBIT NO. 1.

UNITED STATES OF AMERICA.

BEFORE THE NATIONAL LABOR RELATIONS BOARD

Thirteenth Region.

In the Matter of Link Belt Company and Lodge 1604 of Amalgamated Association of Iron Steel and Tin Workers of North America, through the Steel Workers Organizing Committee affiliated with the Committee for Industrial Organization.	Case No. XIII-C-303.

COMPLAINT.

It having been charged by Lodge 1604 of the Amalgamated Association of Iron, Steel, and Tin Workers of North America, through Steel Workers Organizing Committee, affiliated with the Committee for Industrial Organization, hereinafter called the union, that Link Belt Company, hereinafter called respondent, has engaged in and is now engaging in certain unfair labor practices affecting commerce, as set forth and defined in the National Labor Relations Act, 49 Stat. 449, hereinafter called the Act, the National Labor Relations Board, by the Regional Director of the Thirteenth Region, as agent for the National Labor Relations Board, designated by National Labor Relations Board Rules and Regulations, Series 1, as amended, hereby alleges the following:

1. Respondent is and has been since November 13, 1880, a corporation organized and existing under and by virtue of the laws of the State of Illinois, having its principal office and place of business in the City of Chicago, County of Cook, State of Illinois. Respondent was originally in-
2053 corporated under the name of Link-Belt Machinery Company.

2. Respondent is now, and has been at all times hereinafter mentioned, engaged at a place of business at 39th and Princeton Avenue, Chicago, Illinois, hereinafter called the plant, in the manufacture, sale, and distribution of labor saving, conveying and power-transmitting machinery, in-

cluding the following among other products: cranes, shovels, and draglines for highway, railroad, and mining operations; mining conveyors, dumps, washers and driers; and silent chain drives, handling and preparation equipment for factories and foundries.

3. Respondent in the course and conduct of its business and in the operation of its plant causes and has continuously caused large quantities of raw materials consisting of iron ore, scrap iron, coal, steel wire and limestone among others, to be purchased and transported in interstate commerce from and through states of the United States other than the State of Illinois, to the said plant in the State of Illinois, and causes and has continuously caused large quantities of the finished products manufactured at the plant to be sold and transported in interstate commerce from the plant in the State of Illinois to, into, and through States of the United States other than the State of Illinois.

4. The union is a labor organization as defined in Section 2, Subdivision (5) of the Act.

5. Respondent, by its officers and agents, while engaged at the plant as described above, on or about April 19, 1937, did instigate the formation of a labor organization among its employees, known as the Independent Union of Craftsmen, hereinafter called the Independent, and from that date down to and including the date of the filing of this Complaint, did advise, urge, and warn its employees to
2055 join the Independent, and did otherwise foster, promote and encourage the formation and growth of the Independent; during said period respondent also did dominate and interfere with the administration of said labor organization and did contribute financial and other support thereto, and did on or about April 21, 1937, recognize the Independent as the sole bargaining agent for all the employees in the plant; by such acts and each of them respondent did engage in and is engaging in unfair labor practices within the meaning of Section 8, Subdivision (2).

6. Respondent, by its officers, agents, and employees, while engaged at the plant as above described, on October 1, 1936, did discharge Nels Carls Sorenson, on May 19, 1937, did discharge Nick Cumorich and Mike Korbel, on November 9, 1937, did discharge Paul Bozurich, on November 17, 1937, did discharge Stanley Balcauski, on November 30, 1937, did discharge John Kalamarie, and on December 8, 1937, did discharge Harry Johnson, and has at all times since said dates refused to employ said persons.

Respondent discharged and refuses to employ said Nels

Carls Sorenson, Nick Cumorich, Mike Karobl, Paul Bozurich, Stanley Balcauski, John Kalamarie and Harry Johnson for the reason that they, and each of them, joined and assisted the union, and engaged in concerted activities with other employees in the plant, for the purpose of collective bargaining and other mutual aid and protection.

7. Respondent, by its officers, agents and employees, while engaged at the plant as above described, on or about September 21, 1936, did discharge Louis Salmons, and on or about September 28, 1936, did discharge Joseph E. Novak.

Respondent from on or about September 21, 1936, to December 21, 1936, did refuse and fail to reinstate to employment in the plant Louis Salmons, and from on or about September 28, 1936, to January 13, 1937, did refuse
2056 and fail to reinstate to employment in the plant Joseph E. Novak.

Respondent did discharge and refuse and fail to employ said Louis Salmons and Joseph E. Novak during the respective periods set forth above for the reason that said Louis Salmons and Joseph E. Novak, and each of them, joined and assisted the union, and engaged in concerted activities with other employees in the plant, for the purpose of collective bargaining and other mutual aid and protection.

8. Respondent, by its officers, agents, and employees, on or about December 21, 1936, did reinstate Louis Salmons to his former position in the plant, and on or about January 13, 1937, did reinstate Joseph E. Novak to his former position in the plant on condition that the said Louis Salmons and Joseph E. Novak, and each of them, at all times, under all conditions, and in all places, would refrain from further labor-union activity or membership in labor organization.

2054 *AMENDMENT TO COMPLAINT (BOARD EXHIBIT 1).*

7. Respondent, by its officers, agents and emloyees, while engaged at the plant as above described, on or about September 21, 1936, did discharge Louis Salmons and Joseph B. Novak.

Respondent from on or about September 21, 1936, to December 21, 1936, did refuse and fail to reinstate to employment in the plant, Louis Salmons, and from on or about September 21, 1936, to on or about January 13, 1937, did

refuse and fail to reinstate to employment in the plant, Joseph B. Novak.

Respondent did discharge and refuse and fail to employ said Louis Salmons and Joseph B. Novak during the respective periods set forth for the reason that said Louis Salmons had engaged in organizing activities for the union and had engaged in concerted activities with other employees in the plant, for the purpose of collective bargaining and other mutual aid and protection, and for the reason that said Joseph B. Novak was belived by respondent to have engaged in organizing activities on behalf of the union similar to those engaged in by the said Louis Salmons.

8. Respondent, by its officers, agents, and employees, on or about December 21, 1936, did reinstate Louis Salmons to a different position in the plant, in which position the said Louis Salmons worked a fewer number of hours than prior to his said discharge and fewer hours than other employees who performed similar work before his said discharge and after his said reinstatement.

Respondent, by its officers, agents, and employees, on or about January 13, 1937, did reinstate Joseph B. Novak to his former position in the plant on condition that the said Joseph B. Novak would, at all times, and under all conditions and in all places, refrain from union organizing and activity in labor organizations.

9. Respondent, by its officers, agents and employees, while engaged at the plant as above described, on or about May 20, 1937, did hire Frank Solinko, son of Peter Solinko, an employee of respondent, on condition that Peter Solinko become a member of the Independent.

10. By the acts set forth in paragraphs 6 and 7 above, respondent did discriminate and is discriminating in regard to the hire and tenure of employment of said Nels Carls Sorenson, Nick Cumorich, Mike Karobl, Paul Bozurich, Stanley Balcauski, John Kalamarie, Harry Johnson, Louis Salmons, and Joseph E. Novak, and each of them, and by the acts set forth in paragraph 8 and 9 above, respondent did discriminate and is discriminating in regard to the terms and conditions of employment of said Louis Salmons, Joseph E. Novak, Peter Solinko, and Frank Solinko; by the acts set forth in paragraphs 6, 7, 8, and 9 above, and each of them, respondent did discourage and is discouraging membership in the union, and by the acts
2057 set forth in paragraph 9 above, did encourage and is encouraging membership in the Independent, and did thereby engage in and is thereby engaging in unfair labor

practices within the meaning of Section 8, Subdivision (3) of the Act.

11. Respondent, by its officers, agents and employees, while engaged at the plant, as above described, from on or about April 19, 1937, down to and including the date of the filing of this Complaint did promise to employ its workers more days per week and more hours per day, in the event that they all become members of the Independent, and did, on or about April 20, 1937, by its supervisory employees sign the names of many of its employees without the authorization of such employees to petitions which were circulated in the plant soliciting members in behalf of the Independent.

12. Prior to the year 1933, while engaged at the plant as above described, respondent applied for and received membership in the National Metal Trades Association, which membership has continued in full force and effect from that time down to the issuance of this Complaint. Respondent from on or about March 1, 1933, and continuously from that time to the issuance of this Complaint, did accept and use in its plant operatives provided by said National Metal Trades Association for purposes of espionage in relation to union affiliation and/or activity of its employees. By these acts, by the acts set forth in paragraphs 5, 6, 7, 8, 9 and 11 above, and by other acts, respondent did interfere with, restrain and coerce and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed them in Section 7 of the Act.

13. Respondent, by the acts set forth in paragraphs 5, 6, 7, 8, 9, 11, and 12, above, and each of them, did engage in and is engaging in unfair labor practices within
2058 the meaning of Section 8, Subdivision (1) of the Act.

14. The acts of respondent set forth in paragraphs 5, 6, 7, 8, 9, 11, and 12, above, occurring in connection with the operations of respondent described in paragraphs 2 and 3 above, have a close, intimate, and substantial relation to trade, traffic, and commerce, among the several States and have led to and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

15. The aforesaid acts of respondent enumerated in paragraphs 5, 6, 7, 8, 9, 11, and 12, above, constitute unfair labor practices affecting commerce within the meaning of Section 8, Subdivisions (1), (2), (3), and Section 2, Subdivisions (6) and (7) of the Act.

16. Wherefore, the National Labor Relations Board on this 4th day of March, 1938, issues its Complaint against the Link Belt Company, respondent herein.

Notice of Hearing.

Please Take Notice that on the 14th day of March, 1938, at 9:30 o'clock in the forenoon, at Room 777, U. S. Court House, Chicago, Illinois, a hearing will be conducted before the National Labor Relations Board by a Trial Examiner to be designated by it in accordance with said Rules and Regulations, Series 1, as amended, Article IV, Section 3, and Article II, Section 22, on the allegations set forth in the Complaint attached hereto, at which time and place you will have the right to appear, in person or otherwise, and give testimony. You are further notified that you have the right to file with the Regional Director for the Thirteenth Region, with offices at Room 1558, 20 North Wacker Drive, Chicago, Illinois, acting in this matter as the agent 2059 of the National Labor Relations Board, an answer to the attached Complaint on or before the 11th day of March, 1938. Enclosed herewith for your information is a copy of Rules and Regulations, Series 1, as amended, made and published by the National Labor Relations Board pursuant to authority granted in the National Labor Relations Act. Your attention is particularly directed to Article II of said Rules and Regulations.

In Witness Whereof the National Labor Relations Board has caused this, its Complaint and Notice of Hearing to be signed by the Regional Director for the Thirteenth Region on the 4th day of March, 1938.

Leonard C. Bajork,
Leonard C. Bajork,
Regional Director, Thirteenth Region,
National Labor Relations Board.

Service acknowledged this ..... day of March, 1938.

For Link Belt Company
By.....

For Independent Union of Craftsmen,
By Benj. Wham.

For Amalgamated Association of Iron Steel and Tin Workers of North America, Lodge 1604, Thru Steel Workers Organizing Committee, affiliated with the Committee for Industrial Organization,
By.....

2089 National Labor Relations Board

Rules and Regulations
Series 1, as Amended

April 27, 1936

(Cut of Seal of National Labor Relations Board)

2060 National Labor Relations Board

Rules and Regulations

Series 1, as Amended

and

National Labor Relations Act
(48 Stat. 449)

April 27, 1936

(Cut of Seal of National Labor Relations Board)

United States Government Printing Office
Washington, 1937

For sale by the Superintendent of Documents,
Washington, D. C.

Price 5 cents

2061 National Labor Relations Board

J. Warren Madden, *Chairman*
John M. Carmody
Edwin S. Smith
Benedict Wolf, *Secretary*
Charles Fahy, *General Counsel*

2063 National Labor Relations Board
Washington, D. C.

Rules and Regulations
Series 1, as Amended

General Rules and Regulations.

By virtue of the authority vested in it by the National Labor Relations Act, approved July 5, 1935, the National Labor Relations Board hereby issues the following Rules and Regulations—Series 1—as amended (General Rules and Regulations), which it finds necessary to carry out the provisions of said Act. Said Rules and Regulations—Series 1—as amended shall become effective upon the signing of the original by the members of the Board and upon the publication thereof in the Federal Register, and shall supersede the Rules and Regulations—Series 1—as amended (General Rules and Regulations) signed by the Board on April 15, 1935, which are hereby rescinded. The Rules and Regulations—Series 1—as amended (General Rules and Regulations) shall be in force and effect until amended or rescinded by rules and regulations hereafter made and published by the Board.

Signed at Washington, D. C., this 27th day of April, 1936.

J. Warren Madden, *Chairman.*
John M. Carmody, *Member.*
Edwin S. Smith, *Member.*

Article I.

Definitions.

Section 1. The terms "person", "employer", "employee", "representatives", "labor organization", "commerce", "affecting commerce", and "unfair labor practice", as used herein, shall have the meanings set forth in Section 2 of the National Labor Relations Act, a copy of which Act is appended hereto.

Sec. 2. The term "Act" as used herein shall mean the National Labor Relations Act, and the term "Board" shall mean the National Labor Relations Board.

2064 Sec. 3. The term "Region" as used herein shall mean that part of the United States or any Territory thereof fixed by the Board as a particular Region.

Sec. 4. The term "Regional Director" as used herein shall mean the agent designated by the Board as Regional Director for a particular Region.

Sec. 5. The term "Trial Examiner" as used herein shall mean the Board, its member, agent or agency conducting the hearing.

Sec. 6. The term "State" as used herein shall include all States, Territories, and possessions of the United States and the District of Columbia.

Article II.

Procedure Under Section 10 of the Act for the Prevention of Unfair Labor Practices.

Charge.

Section 1. A charge that any person has engaged in or is engaging in any unfair labor practice affecting commerce may be made by any person or labor organization. A charge may be withdrawn only with the consent of the Regional Director with whom such charge was filed or of the Board. Upon withdrawal of any charge, the Regional Director shall dismiss any complaint based thereon.

Sec. 2. Except as provided in Section 37 of this Article, such charge shall be filed with the Regional Director for the Region in which the alleged unfair labor practice has occurred or is occurring. A charge alleging that an unfair labor practice has occurred or is occurring in two or more Regions may be filed with the Regional Director for any of such Regions.

Sec. 3. Such charge shall be in writing, the original being signed and sworn to before any notary public or any agent of the Board authorized to administer oaths or acknowledgments. Three additional copies of such charge shall be filed. A blank form for making a charge will be supplied by the Regional Director upon request.

Sec. 4. Such charge shall contain the following:

(a) The full name and address of the person or labor organization making the charge.

(b) The full name and address of the person against whom the charge is made (hereinafter referred to as the "respondent").

(c) A clear and concise statement of the facts constituting the alleged unfair labor practice affecting com-

merce, particularly stating the names of the individuals involved and the time and place of occurrence.

2065 Complaint.

Sec. 5. After a charge has been filed, if it appears to the Regional Director that a proceeding in respect thereto should be instituted, he shall issue and cause to be served upon the respondent and the person or labor organization making the charge (hereinafter referred to as the "parties to the proceeding") a formal complaint in the name of the Board stating the charges and containing a notice of hearing before a Trial Examiner at a place therein fixed and at a time not less than five days after the service of the complaint. A copy of the charge shall be attached to the complaint.

Sec. 6. Upon his own motion or upon proper cause shown by any of the parties to the proceeding the Regional Director issuing the complaint may extend the date of such hearing.

Sec. 7. Any such complaint may be amended by the Trial Examiner or the Board in his or its discretion at any time prior to the issuance of an order based thereon, upon such terms as may be deemed just.

Sec. 8. Any such complaint may be withdrawn before the hearing by the Regional Director on his own motion.

Sec. 9. If, after the charge has been filed, the Regional Director declines to issue and cause to be served a complaint, the person or labor organization making the charge may obtain a review of such action by filing a request therefor with the Board in Washington, D. C., and filing a copy of such request with the Regional Director.

Answer.

Sec. 10. The respondent shall have the right, within five days from the service of the complaint, to file an answer thereto. Such answer shall contain a short and simple statement of the facts which constitute the grounds of defense. Respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless respondent is without knowledge, in which case respondent shall so state, such statement operating as a denial. Any allegation in the complaint not specifically denied in the answer, unless respondent shall state in the

answer that respondent is without knowledge, shall be deemed to be admitted to be true and may be so found by the Board.

Sec. 11. Such answer shall be filed with the Regional Director issuing the complaint. Such answer shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the post-office address of the respondent. The respondent shall file three additional copies of the answer for the use of
2066 the Board. Immediately upon filing his answer the respondent shall serve a copy thereof upon each of the other parties to the proceeding.

Sec. 12. Upon his own motion or upon proper cause shown by respondent the Regional Director issuing the complaint may by written order extend the time within which the answer shall be filed.

Sec. 13. In any case where a complaint has been amended the respondent shall have an opportunity to amend his answer within such period as may be fixed by the Trial Examiner, if he amends the complaint, or by the Board, if it amends the complaint.

Motions.

Sec. 14. All motions made previous to or subsequent to the hearing shall be filed in writing with the Regional Director issuing the complaint, and shall briefly state the order or relief applied for and the grounds for such motion. The moving party shall file an original and three additional copies of all such motions for the use of the Board. Immediately upon the filing of such motion, the moving party shall serve a copy thereof upon each of the other parties to the proceeding. All motions made at the hearing (except motions to intervene, as provided in Section 19 of this Article) shall be stated orally and included in the stenographic report of the hearing.

Sec. 15. The Trial Examiner designated to conduct the hearing shall rule upon all motions (except as provided in Sections 6, 12, and 19 of this Article). The Trial Examiner may, before the hearing, rule on motions filed previous to the hearing, and shall file his ruling, and any order in connection therewith, with the Regional Director issuing the complaint. The Regional Director shall cause copies thereof to be served upon the parties to the pro-

ceeding. Rulings on motions, and any orders in connection therewith, if announced at the hearing, shall be stated orally and included in the stenographic report of the hearing; in all other cases they shall be issued in writing and filed with the Regional Director, who shall cause a copy of the same to be served upon each of the parties to the proceeding, or shall be contained in the Intermediate Report. Whenever the Trial Examiner has reserved his ruling on any motion, and the proceeding is thereafter transferred to and continued before the Board pursuant to Section 37 of this Article, the Board shall rule on such motion.

Sec. 16. All motions, rulings, and orders shall become part of the record in the proceeding, and rulings and orders claimed to be substantially prejudicial shall be reviewed by the Board, upon request made for such review, in conjunction with the Board's consideration of the Intermediate Report.

2067 Sec. 17. If any motion in the nature of a motion to dismiss the complaint is granted by the Trial Examiner, the party making the charge may obtain a review of such action by filing a request therefor with the Board in Washington, D. C., stating the grounds for review, and filing a copy of such request with the Regional Director and the other parties to the proceeding. Unless such request for review is filed within ten days from the date of the order of dismissal, the case shall be considered closed. The Board may, upon motion made within a reasonable period and for good cause shown, reopen the record for further proceedings.

Sec. 18. The right to make motions or to make objection to rulings upon motions shall not be deemed waived by the filing of an answer or by other participation in the proceedings before the Trial Examiner or the Board.

Intervention.

Sec. 19. Any person or labor organization desiring to intervene in any proceeding shall file a motion in writing with the Regional Director issuing the complaint setting out the grounds upon which such person or organization claims to be interested. The original of such motion shall be signed and sworn to by the person or labor organization filing the motion, who shall file three additional copies of such motion for the use of the Board. Immediately

upon filing such motion, the moving party shall serve a copy thereof upon each of the other parties to the proceeding. The Regional Director shall rule upon all such motions filed prior to the hearing, and the Trial Examiner shall rule upon all such motions filed at the hearing, in the manner set forth in Section 15 of this Article. The Regional Director or the Trial Examiner, as the case may be, may by order permit intervention in person or by counsel to such extent and upon such terms as he shall deem just. The Regional Director shall cause a copy of said ruling to be served upon each of the parties to the proceeding.

Witnesses and Subpenas.

Sec. 20. Witnesses shall be examined orally under oath, except that for good and exceptional cause the Trial Examiner may permit their testimony to be taken by deposition under oath. Any such deposition shall be taken in accordance with the procedural requirements for the taking of depositions provided by the law of the State in which the hearing is pending.

Sec. 21. Any member of the Board may issue subpenas requiring the attendance and testimony of witnesses and the production of any evidence, including books, rec-
2068 ords, correspondence, or documents that relate to any matter under investigation or in question, before the Board, its member, agent, or agency, conducting the hearing or investigation. Applications for the issuance of such subpenas may be filed by any party to the proceedings with the Regional Director, or, during the hearing, with the Trial Examiner. Such applications shall be timely and shall specify the name of the witness and the nature of the facts to be proved by him, and must specify the documents, the production of which is desired, with such particularity as will enable them to be identified for purposes of production.

Sec. 22. Witnesses summoned before the Trial Examiner shall be paid the same fees and mileage that are paid witnesses in the courts of the United States, and witnesses whose depositions are taken and the persons taking the same shall severally be entitled to the same fees as are paid for like services in the courts of the United States. Witness fees and mileage shall be paid by the party at whose instance the witnesses appear and the person taking the deposition shall be paid by the party at whose instance the deposition is taken.

Hearing.

Sec. 23. The hearing for the purpose of taking evidence upon a complaint shall be conducted by a Trial Examiner specifically designated by the Board, by the Chief Trial Examiner, or by the Regional Director. At any time a Trial Examiner may be designated to take the place of the Trial Examiner previously designated to conduct the hearing. Such hearings shall be public, unless otherwise ordered by the Trial Examiner.

Sec. 24. It shall be the duty of the Trial Examiner to inquire fully into the facts as to whether the respondent has engaged in or is engaging in an unfair labor practice affecting commerce as set forth in the complaint or amended complaint. Counsel for the Board, and the Trial Examiner, shall have power to call, examine, and cross-examine witnesses and to introduce into the record documentary or other evidence.

Sec. 25. Any party to the proceeding shall have the right to appear at such hearing in person, by counsel, or otherwise, to call, examine, and cross-examine witnesses, and to introduce into the record documentary or other evidence.

Sec. 26. In any such proceeding the rules of evidence prevailing in courts of law or equity shall not be controlling.

Sec. 27. In any such proceeding stipulations of fact may be introduced in evidence with respect to any issue.

Sec. 28. Any objection with respect to the conduct of the hearing, including any objection to the introduc-
2069 tion of evidence, shall be stated orally, together with a short statement of the grounds of such objection, and included in the stenographic report of the hearing. No such objection shall be deemed waived by further participation in the proceeding.

Sec. 29. Any party to the proceeding shall be entitled to a reasonable period at the close of the hearing for oral argument, which shall not be included in the stenographic report of the hearing unless the Trial Examiner so directs. The parties shall be entitled to file briefs or written statements only with permission of the Trial Examiner.

Sec. 30. In the discretion of the Trial Examiner, the hearing may be continued from day to day, or adjourned to a later date or to a different place, by announcement thereof at the hearing by the Trial Examiner, or by other appropriate notice.

Sec. 31. Contemptuous conduct at any hearing before a Trial Examiner or before the Board shall be ground for exclusion from the hearing. The refusal of a witness at any such hearing to answer any question which has been ruled to be proper shall be ground for the striking out of all testimony previously given by such witness on related matters.

Intermediate Report and Transmission of Case to the Board.

Sec. 32. After a hearing for the purpose of taking evidence upon a complaint, the Trial Examiner shall prepare an Intermediate Report, which he shall file with the Regional Director issuing the complaint, who will thereafter transmit the original of the Intermediate Report to the Board in Washington, D. C., and cause a copy thereof to be served upon each of the parties to the proceeding. Such report shall contain (a) findings of fact, separately stated and numbered, and (b) recommendations as to what disposition of the case should be made, which may include, if it be found that respondent has engaged in or is engaging in the alleged unfair labor practice, a recommendation as to what affirmative action should be taken by respondent to bring about a condition in harmony with the law.

Sec. 33. Thereafter the Regional Director issuing the complaint shall forward to the Board in Washington, D. C., the charge, complaint, amended complaint, notice of hearing, answer, amended answer, motions, rulings, orders, the stenographic report of the hearing, stipulations, exhibits, documentary evidence, and depositions, all of which, together with the Intermediate Report and exceptions, shall constitute the record in the case.

Exceptions to the Record and Intermediate Report.

Sec. 34. If any party desires to take an exception to the Intermediate Report or to any other part of the
2070 record (including rulings upon all motions or objections) he shall within ten days from the date of service of the Intermediate Report file with the Board at Washington, D. C., four copies of a statement in writing setting forth such exceptions. Immediately upon the filing of the statement of exceptions the party filing the

same shall serve a copy thereof upon each of the other parties to the proceeding. Upon proper cause shown, the Board may extend the period within which to file a statement of exceptions.

Sec. 35. No matter not included in a statement of exceptions may thereafter be objected to before the Board, and failure to file a statement of exceptions shall operate as submission of the case to the Board on the record and the Intermediate Report.

Procedure Before the Board.

Sec. 36. Where the Trial Examiner has found in his Intermediate Report that the respondent has engaged in or is engaging in unfair labor practices affecting commerce, the Board may, upon the expiration of the period for filing a statement of exceptions, as provided in Section 34 of this Article, decide the matter forthwith upon the record, or after the filing of briefs, or oral argument, or may reopen the record and receive further evidence, or require the taking of further evidence before a member of the Board or other agent or agency, or may make other disposition of the case. The Board shall notify the parties of the time and place for any such submission of briefs, oral argument, or taking of further evidence.

Where the Trial Examiner has found in his Intermediate Report that the respondent has not engaged in and is not engaging in unfair labor practices affecting commerce, and no exceptions have been filed within the period for filing a statement of exceptions, as provided in Section 34 of this Article, the case shall be considered closed. The Board may, upon motion made within a reasonable period and upon proper cause shown, reopen the record for further proceedings in accordance with this Section.

Sec. 37. Whenever the Board deems it necessary in order to effectuate the purposes of the Act, it may permit a charge to be filed with it, in Washington, D. C., or may, at any time after a charge has been filed with a Regional Director pursuant to Section 2 of this Article, order that such charge, and any proceeding which may have been instituted in respect thereto—

(a) be transferred to and continued before it, for the purpose of consolidation with any proceeding which may have been instituted by the Board, or for any other purpose; or

(b) be consolidated for the purpose of hearing, or for any other purpose, with any other proceeding which may have been instituted in the same region; or

2071 (c) be transferred to and continued in any other Region, for the purpose of consolidation with any proceeding which may have been instituted in or transferred to such other Region, or for any other purpose.

The provisions of Sections 3 to 31, inclusive, of this Article shall, in so far as applicable, apply to proceedings before the Board pursuant to this Section, and the powers granted to Regional Directors in such provisions shall, for the purpose of this Section, be reserved to and exercised by the Board. After the transfer of any charge and any proceeding which may have been instituted in respect thereto from one Region to another pursuant to this Section, the provisions of Sections 3 to 36, inclusive, of this Article, shall apply to such charge and such proceeding as if the charge had originally been filed in the Region to which the transfer is made.

Sec. 38. After a hearing for the purpose of taking evidence upon the complaint in any proceeding over which the Board has assumed jurisdiction in accordance with Section 37 of this Article, the Board may—

(a) direct that the Trial Examiner prepare an Intermediate Report, in which case the provisions of Sections 32 to 36, inclusive, of this Article shall in so far as applicable govern subsequent procedure, and the powers granted to Regional Directors in such provisions shall for the purpose of this Section be reserved to and exercised by the Board; or

(b) decide the matter forthwith upon the record, or after the filing of briefs or oral argument; or

(c) reopen the record and receive further evidence, or require the taking of further evidence before a member of the Board, or other agent or agency; or

(d) make other disposition of the case.

The Board shall notify the parties of the time and place of any such submission of briefs, oral argument, or taking of further evidence.

Article III.

Procedure Under Section 9 (c) of the Act for the Investigation and Certification of Representatives.

Section 1. A petition requesting the Board to investigate and certify under Section 9 (c) of the Act the name or names of the representatives designated or selected for the purpose of collective bargaining may be filed by any employee or any person or labor organization acting on his behalf (hereinafter referred to as the "petitioner").

Except as provided in Section 10 of this Article, such
2072 petition shall be filed with the Regional Director for the Region wherein the contemplated bargaining unit exists, or, if the contemplated bargaining unit exists in two or more Regions, with the Regional Director for any of such Regions. Such petition shall be in writing, the original being signed and sworn to before any notary public or any agent of the Board authorized to administer oaths or acknowledgments. Three additional copies of the petition shall be filed. A blank form for filing such a petition will be supplied by the Regional Director upon request.

Sec. 2. Such petition shall contain the following:

(a) The name and address of the petitioner.

(b) The name and address of the employer or employers involved, the general nature of their businesses, and the approximate number of their employees.

(c) A description of the bargaining unit claimed to be appropriate, the approximate number of employees therein, the number and classifications of employees which the representatives on whose behalf the petition is filed claim to represent, the names of any other known individuals or labor organizations who claim to represent any of the employees in the alleged bargaining unit.

(d) A brief statement setting forth the nature of the question or controversy affecting commerce that has arisen concerning representation.

(e) Any other relevant facts.

Sec. 3. If it appears to the Board that an investigation should be instituted it shall so direct and (except as provided in Section 10 of this Article) shall authorize the Regional Director to undertake such investigation, and to provide for an appropriate hearing upon due notice, either in conjunction with a proceeding instituted pursuant to

Section 5 of Article II of these Rules and Regulations, or otherwise. The Regional Director shall thereupon proceed with such investigation and in connection therewith shall prepare and cause to be served upon the petitioners, upon the employer or employers involved, and upon any known individuals or labor organizations purporting to act as representatives of any employees directly affected by such investigation (all of whom are hereinafter referred to as "the parties to the proceeding"), a notice of hearing upon the question of representation before a Trial Examiner at a time and place fixed therein. A copy of the petition shall be served with such notice of hearing.

Sec. 4. All matters relating to motions, interventions, witnesses, and subpoenas shall be governed by the provisions of sections 14 to 22, inclusive, of Article II of these Rules and Regulations.

2073 Sec. 5. The hearing upon the question of representation shall be conducted by a Trial Examiner specially designated by the Board, by the Chief Trial Examiner, or by the Regional Director, and shall be open to the public unless otherwise ordered by the Trial Examiner. At any time a Trial Examiner may be designated to take the place of the Trial Examiner previously designated to conduct the hearing. It shall be the duty of the Trial Examiner to inquire fully into the question of representation. Counsel for the Board, and the Trial Examiner, shall have power to call, examine, and cross-examine witnesses and to introduce into the record documentary and other evidence.

Sec. 6. The introduction of evidence at the hearing and the rights of the parties to the proceedings shall be governed by Sections 25 to 31, inclusive, of Article II of these Rules and Regulations.

Sec. 7. Upon the close of the hearing the Regional Director shall forward to the Board in Washington, D. C., the petition, notice of hearing, motions, rulings, orders, the stenographic report of the hearing, stipulations, exhibits, documentary evidence, and depositions, all of which shall constitute the record in the proceeding.

Sec. 8. The Board shall thereupon proceed, either forthwith upon the record, or after oral argument or the submission of briefs, or after further hearing, as it may determine, to certify to the parties to the proceeding the name or names of the representatives that have been designated or selected, or to direct a secret ballot of the

employees in order to complete the investigation, or to make other disposition of the matter.

Sec. 9. Where the Board determines that a secret ballot should be taken it shall direct such ballot to be conducted by a designated agent upon such terms as it may specify. Upon conclusion of such ballot the agent conducting the ballot shall prepare an Intermediate Report containing a tally of the ballots, his findings and recommendations, which he shall cause to be served upon the parties to the proceeding. Within five days thereafter the parties to the proceeding may file with the Regional Director any objection to the ballot or the Intermediate Report. If it appears to the Regional Director that any such objection raises a substantial and material issue with respect to the conduct of the ballot he shall issue and cause to be served upon the parties a notice of hearing on said objections before a Trial Examiner. Said Trial Examiner shall consider such objections raised to said ballot and shall prepare and file with the Regional Director a report containing findings and recommendations with respect thereto. Thereafter the Regional Director shall forward to the Board in Washington, D. C., the Intermediate Report of the agent conducting the ballot, the objections filed thereto, the notice of hearing, mo-
2074 tions, rulings, orders, the stenographic report of the hearing, stipulations, exhibits, documentary evidence, and depositions, all of which, together with the record previously made, shall constitute the record in the case. The Board shall thereupon proceed as set forth in Section 8 of this Article. If no objection raising a substantial and material issue with respect to the conduct of the ballot is filed to the Intermediate Report of the agent conducting the ballot the Regional Director shall forward directly to the Board in Washington, D. C., the Intermediate Report, which, together with the record previously made, shall constitute the record in the case. The Board shall thereupon proceed as set forth in Section 8 of this Article.

Sec. 10. Whenever the Board deems it necessary in order to effectuate the purposes of the Act, it may—

(a) permit a petition requesting an investigation and certification to be filed with it, and may upon the filing of such petition proceed to conduct an investigation under Section 9 (c) of the Act, or direct any Regional Director, or other agent or agency, to conduct such an investigation; or

(b) upon its own motion conduct, or direct any member, Regional Director, or other agent or agency to conduct an investigation under Section 9 (c) of the Act; or

(c) at any time after a petition has been filed with a Regional Director pursuant to Section 1 of this Article, order that such petition, and any proceeding which may have been instituted in respect thereto—

(1) be transferred to and continued before it, for the purpose of consolidation with any proceeding which may have been instituted by the Board, or for any other purpose; or

(2) be consolidated, for the purpose of hearing, or for any other purpose, with any other proceeding which may have been instituted in the same Region; or

(3) be transferred to and continued in any other Region, for the purpose of consolidation with any proceeding which may have been instituted in such other Region, or for any other purpose.

The provisions of this Article shall, insofar as applicable, apply to proceedings conducted pursuant to subsections (a), (b), and (c) (1) of this Section, and the powers granted to Regional Directors in such provisions shall for the purpose of this Section be reserved to and exercised by the Board, or by the Regional Director, or other agent or agency, directed to conduct the investigation. After the transfer of any petition and any proceeding which may have been instituted in respect thereto from one Region to another pursuant to subsection (c) (3) of this Section, the provisions of this Article shall ap-
2075 ply to such proceeding as if the Board had originally directed that the investigation be conducted in the Region to which the transfer is made.

Article IV.

Designation of Regional Directors, Examiners, and Attorneys as Agents of the Board.

Section 1. All Regional Directors now or hereafter in the employ of the Board are herewith designated by the Board as its agents:

(a) To prosecute any inquiry necessary to the functions of the Board, in accordance with Section 5 of the Act.

(b) To investigate concerning the representation of employees (including the taking of secret ballots of em-

ployees) and conduct hearings in connection with such investigations, in accordance with Section 9 (c) of the Act.

(c) To issue and cause to be served complaints, to amend complaints, and to conduct hearings upon such complaints, in accordance with Section 10 (b) of the Act.

(d) To have access to and the right to copy evidence, to administer oaths and affirmations, to examine witnesses, and to receive evidence, in accordance with Section 11 (1) of the Act.

Sec. 2. All Examiners now or hereafter in the employ of the Board are herewith designated by the Board as its agents:

(a) To prosecute any inquiry necessary to the functions of the Board, in accordance with Section 5 of the Act.

(b) To investigate concerning the representation of employees (including the taking of secret ballots of employees), in accordance with Section 9 (c) of the Act.

(c) To have access to and the right to copy evidence, and to administer oaths and affirmations, in accordance with Section 11 (1) of the Act.

Sec. 3. All Attorneys now or hereafter in the employ of the Board are herewith designated by the Board as its agents:

(a) To prosecute any inquiry necessary to the functions of the Board, in accordance with Section 5 of the Act.

(b) To investigate concerning the representation of employees (including the taking of secret ballots of employees) and conduct hearings in connection with such investigation, in accordance with Section 9 (c) of the Act.

(c) To amend complaints issued under Section 10 (b) of the Act and to conduct hearings upon complaints issued in acordance with Section 10 (b) of the Act.

2076 (d) To have access to and the right to copy evidence, to administer oaths and affirmations, to examine witnesses, and to receive evidence, in accordance with Section 11 (1) of the Act.

Sec. 4. The foregoing designations shall not be construed to limit the power of the Board to make such special designation of agents as may in its discretion be necessary or proper to effectuate the purposes of the Act.

Article V.

Service of Papers.

Section 1. Complaints, orders, and other process and papers of the Board, its member, agent, or agency, may be served personally or by registered mail or by telegraph or by leaving a copy thereof at the principal office or place of business of the person required to be served. The verified return by the individual so serving the same, setting forth the manner of such service shall be proof of the same, and the return post-office receipt or telegraph receipt therefor when registered and mailed or telegraphed as aforesaid shall be proof of service of the same.

Sec. 2. Service of papers by a party on other parties shall be made by registered mail or in any manner provided for the service of papers in a civil action by the law of the State in which the hearing is pending. When service is made by registered mail, the return post-office receipt shall be proof of service. When service is made in any manner provided by such law, proof of service shall be made in accordance with such law.

Article VI.

Certification and Signature of Documents.

Section 1. The Secretary of the Board, or in the event of his absence or disability, the Assistant Secretary of the Board, shall certify copies of all papers and documents which are a part of any of the files or records of the Board as may be necessary or desirable from time to time.

Sec. 2. The Secretary of the Board, or in the event of his absence or disability, the Assistant Secretary of the Board, is hereby authorized to sign all orders of the Board, and sign and issue all complaints authorized to be issued by the Board.

Article VII.

Construction of Rules.

Section 1. These rules and regulations shall be liberally construed to effectuate the purposes and provisions of the Act.

Article VIII.

Amendments.

Section 1. Any rule or regulation may be amended or rescinded by the Board at any time.

2078 Appendix.

National Labor Relations Act.

(48 Stat. 449)

An Act

To diminish the causes of labor disputes burdening or obstructing interstate and foreign commerce, to create a National Labor Relations Board, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Findings and Policy.

Section 1. The denial by employers of the right of employees to organize and the refusal by employers to accept the procedure of collective bargaining lead to strikes and other forms of industrial strife or unrest, which have the intent or the necessary effect of burdening or obstructing commerce by (a) impairing the efficiency, safety, or operation of the instrumentalities of commerce; (b) occurring in the current of commerce; (c) materially affecting, restraining, or controlling the flow of raw materials or manufactured or processed goods from or into the channels of commerce, or the prices of such materials or goods in commerce; or (d) causing diminution of employment and wages in such volume as substantially to impair or disrupt the market for goods flowing from or into the channels of commerce.

The inequality of bargaining power between employees who do not possess full freedom of association or actual liberty of contract, and employers who are organized in the corporate or other forms of ownership association substantially burdens and affects the flow of commerce, and tends to aggravate recurrent business depressions, by depressing wage rates and the purchasing power of wage earners in industry and by preventing the stabilization of

competitive wage rates and working conditions within and between industries.

Experience has proved that protection by law of the right of employees to organize and bargain collectively safeguards commerce from injury, impairment, or interruption, and promotes the flow of commerce by removing certain recognized sources of industrial strife and unrest, by encouraging practices fundamental to the friendly adjustment of industrial disputes arising out of differences as
2079 to wages, hours, or other working conditions, and by restoring equality of bargaining power between employers and employees.

It is hereby declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection.

Definitions.

Sec. 2. When used in this Act—

(1) The term "person" includes one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers.

(2) The term "employer" includes any person acting in the interest of an employer, directly or indirectly, but shall not include the United States, or any State or political subdivision thereof, or any person subject to the Railway Labor Act, as amended from time to time, or any labor organization (other than when acting as an employer), or anyone acting in the capacity of officer or agent of such labor organization.

(3) The term "employee" shall include any employee, and shall not be limited to the employees of a particular employer, unless the Act explicitly states otherwise, and shall include any individual whose work has ceased as a consequence of, or in connection with, any current labor dispute or because of any unfair labor practice, and who has not obtained any other regular and substantially equivalent employment, but shall not include any individual employed as an agricultural laborer, or in the domestic serv-

ice of any family or person at his home, or any individual employed by his parent or spouse.

(4) The term "representatives" includes any individual or labor organization.

(5) The term "labor organization" means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

(6) The term "commerce" means trade, traffic, commerce, transportation, or communication among the several States, or between the District of Columbia or any
2080 Territory of the United States and any State or other Territory, or between any foreign country and any State, Territory, or the District of Columbia, or within the District of Columbia or any Territory, or between points in the same State but through any other State or any Territory or the District of Columbia or any foreign country.

(7) The term "affecting commerce" means in commerce, or burdening or obstructing commerce or the free flow of commerce, or having led or tending to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce.

(8) The term "unfair labor practice" means any unfair labor practice listed in section 8.

(9) The term "labor dispute" includes any controversy concerning terms, tenure or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relation of employer and employee.

(10) The term "National Labor Relations Board" means the National Labor Relations Board created by section 3 of this Act.

(11) The term "old Board" means the National Labor Relations Board established by Executive Order Numbered 6763 of the President on June 29, 1934, pursuant to Public Resolution Numbered 44, approved June 19, 1934 (48 Stat. 1183), and reestablished and continued by Executive Order Numbered 7074 of the President of June 15, 1935, pursuant to Title I of the National Industrial Recovery Act (48 Stat. 195) as amended and continued by Senate Joint Resolution 133[1] approved June 14, 1935.

[1] So in original.

National Labor Relations Board.

Sec. 3. (a) There is hereby created a board, to be known as the "National Labor Relations Board" (hereinafter referred to as the "Board"), which shall be composed of three members, who shall be appointed by the President, by and with the advice and consent of the Senate. One of the original members shall be appointed for a term of one year, one for a term of three years, and one for a term of five years, but their successors shall be appointed for terms of five years each, except that any individual chosen to fill a vacancy shall be appointed only for the unexpired term of the member whom he shall succeed. The President shall designate one member to serve as the chairman of the Board. Any member of the Board may be removed by the President, upon notice and hearing, for neglect of duty or malfeasance in office, but for no other cause.

2081 (b) A vacancy in the Board shall not impair the right of the remaining members to exercise all the powers of the Board, and two members of the Board shall, at all times, constitute a quorum. The Board shall have an official seal which shall be judicially noticed.

(c) The Board shall at the close of each fiscal year make a report in writing to Congress and to the President stating in detail the cases it has heard, the decisions it has rendered, the names, salaries, and duties of all employees and officers in the employ or under the supervision of the Board, and an account of all moneys it has disbursed.

Sec. 4. (a) Each member of the Board shall receive a salary of $10,000 a year, shall be eligible for reappointment, and shall not engage in any other business, vocation, or employment. The Board shall appoint, without regard for the provisions of the civil-service laws but subject to the Classification Act of 1923, as amended, an executive secretary, and such attorneys, examiners, and regional directors, and shall appoint such other employees with regard to existing laws applicable to the employment and compensation of officers and employees of the United States, as it may from time to time find necessary for the proper performance of its duties and as may be from time to time appropriated for by Congress. The Board may establish or utilize such regional, local, or other agencies, and utilize such voluntary and uncompensated services, as may from time to time be needed. Attorneys appointed under this section may, at the direction of the Board, appear for and represent the Board in any case in court. Nothing in this

Act shall be construed to authorize the Board to appoint individual for the purpose of conciliation or mediation (or for statistical work), where such service may be obtained from the Department of Labor.

(b) Upon the appointment of the three original members of the Board and the designation of its chairman, the old Board shall cease to exist. All employees of the old Board shall be transferred to and become employees of the Board with salaries under the Classification Act of 1923, as amended, without acquiring by such transfer a permanent or civil service status. All records, papers, and property of the old Board shall become records, papers, and property of the Board, and all unexpended funds and appropriations for the use and maintenance of the old Board shall become funds and appropriations available to be expended by the Board in the exercise of the powers, authority, and duties conferred on it by this Act.

(c) All of the expenses of the Board, including all necessary traveling and subsistence expenses outside the District of Columbia incurred by the members or employees of the Board under its orders, shall be allowed and paid on the presentation of itemized vouchers therefor ap-
2082 proved by the Board or by any individual it designates for that purpose.

Sec. 5. The principal office of the Board shall be in the District of Columbia, but it may meet and exercise any or all of its powers at any other place. The Board may, by one or more of its members or by such agents or agencies as it may designate, prosecute any inquiry necessary to its functions in any part of the United States. A member who participates in such an inquiry shall not be disqualified from subsequently participating in a decision of the Board in the same case.

Sec. 6. (a) The Board shall have authority from time to time to make, amend, and rescind such rules and regulations as may be necessary to carry out the provisions of this Act. Such rules and regulations shall be effective upon publication in the manner which the Board shall prescribe.

Rights of Employees.

Sec. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

Sec. 8. It shall be an unfair labor practice for an employer—

(1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.

(2) To dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: Provided, That subject to rules and regulations made and published by the Board pursuant to section 6 (a), an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay.

(3) By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: Provided, That nothing in this Act, or in the National Industrial Recovery Act (U. S. C., Supp. VII, title 15, secs. 701-712), as amended from time to time, or in any code or agreement approved or prescribed thereunder, or in any other statute of the United States, shall preclude an employer from making an agreement with a labor organization (not established, maintained, or assisted by any action defined in this Act as an unfair labor practice) to require as a condition of employment membership therein, if such labor organization is the representative of the employees as provided in section 9 (a), in the appropriate collective bargaining unit covered by such agreement when made.

2083 (4) To discharge or otherwise discriminate against an employee because he has filed charges or given testimony under this Act.

(5) To refuse to bargain collectively with the representatives of his employees, subject to the provisions of section 9 (a).

Representatives and Elections.

Sec. 9. (a) Representatives designated or selected for the purpose of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall by the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: Provided, That any individual employee or a group of employees shall have the right at any time to present grievances to their employer.

(b) The Board shall decide in each case whether, in order

to insure to employees the full benefit of their right to self-organization and to collective bargaining, and otherwise to effectuate the policies of this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof.

(c) Whenever a question affecting commerce arises concerning the representation of employees, the Board may investigate such controversy and certify to the parties, in writing, the name or names of the representatives that have been designated or selected. In any such investigation, the Board shall provide for an appropriate hearing upon due notice, either in conjunction with a proceeding under section 10 or otherwise, and may take a secret ballot of employees, or utilize any other suitable method to ascertain [1] such representatives.

(d) Whenever an order of the Board made pursuant to section 10 (c) is based in whole or in part upon facts certified following an investigation pursuant to subsection (c) of this section, and there is a petition for the enforcement or review of such order, such certification and the record of such investigation shall be included in the transcript of the entire record required to be filed under subsections 10 (e) or 10 (f), and thereupon the decree of the court enforcing, modifying, or setting aside in whole or in part the order of the Board shall be made and entered upon the pleadings, testimony, and proceedings set forth in such transcript.

Prevention of Unfair Labor Practices.

Sec. 10 (a) The Board is empowered, as hereinafter provided, to prevent any person from engaging in any 2084 unfair labor practice (listed in section 8) affecting commerce. This power shall be exclusive, and shall not be affected by any other means of adjustment or prevention that has been or may be established by agreement, code, law, or otherwise.

(b) Whenever it is charged that any person has engaged in or is engaging in any such unfair labor practice, the Board, or any agent or agency designated by the Board for such purposes, shall have power to issue and cause to be served upon such person a complaint stating the charges in that respect, and containing a notice of hearing before the Board or a member thereof, or before a designated agent or agency, at a place therein fixed, not less than five

[1] So in original.

days after the serving of said complaint. Any such complaint may be amended by the member, agent, or agency conducting the hearing or the Board in its discretion at any time prior to the issuance of an order based thereon. The person so complained of shall have the right to file an answer to the original or amended complaint and to appear in person or otherwise and give testimony at the place and time fixed in the complaint. In the discretion of the member, agent or agency conducting the hearing or the Board, any other person may be allowed to intervene in the said proceeding and to present testimony. In any such proceeding the rules of evidence prevailing in courts of law or equity shall not be controlling.

(c) The testimony taken by such member, agent or agency or the Board shall be reduced to writing and filed with the Board. Thereafter, in its discretion, the Board upon notice may take further testimony or hear argument. If upon all the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of this Act. Such order may further require such person to make reports from time to time showing the extent to which it has complied with the order. If upon all the testimony taken the Board shall be of the opinion that no person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue an order dismissing the said complaint.

(d) Until a transcript of the record in a case shall have been filed in a court, as hereinafter provided, the Board may at any time, upon reasonable notice and in such manner as it shall deem proper, modify or set aside, in whole or in part, any finding or order made or issued by it.

2085 (e) The Board shall have power to petition any circuit court of appeals of the United States (including the Court of Appeals of the District of Columbia), or if all the circuit courts of appeals to which application may be made are in vacation, any district court of the United States (including the Supreme Court of the District of Columbia), within any circuit or district, respectively, wherein the unfair labor practice in question occurred or wherein such

person resides or transacts business, for the enforcement of such order and for appropriate temporary relief or restraining order, and shall certify and file in the court a transcript of the entire record in the proceeding, including the pleadings and testimony upon which such order was entered and the findings and order of the Board. Upon such filing, the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction of the proceeding and of the question determined therein, and shall have power to grant such temporary relief or restraining order as it deems just and proper, and to make and enter upon the pleadings, testimony, and proceedings set forth in such transcript a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board. No objection that has not been urged before the Board, its member, agent or agency, shall be considered by the court, unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances. The findings of the Board as to the facts, if supported by evidence, shall be conclusive. If either party shall apply to the court for leave to adduce additional evidence and shall show to the satisfaction of the court that such additional evidence is material and that there were reasonable grounds for the failure to adduce such evidence in the hearing before the Board, its member, agent, or agency, the court may order such additional evidence to be taken before the Board, its member, agent, or agency, and to be made a part of the transcript. The Board may modify its findings as to the facts, or make new findings, by reason of additional evidence so taken and filed, and it shall file such modified or new findings, which, if supported by evidence, shall be conclusive, and shall file its recommendations, if any, for the modification or setting aside of its original order. The jurisdiction of the court shall be exclusive and its judgment and decree shall be final, except that the same shall be subject to review by the appropriate circuit court of appeals if application was made to the district court as hereinabove provided, and by the Supreme Court of the United States upon writ of certiorari or certification as provided in sections 239 and 240 of the Judicial Code, as amended (U. S. C., tile 28, secs. 346 and 347).

(f) Any person aggrieved by a final order of the Board granting or denying in whole or in part the relief
2086 sought may obtain a review of such order in any circuit court of appeals of the United States in the cir-

cuit wherein the unfair labor practice in question was alleged to have been engaged in or wherein such person resides or transacts business, or in the Court of Appeals of the District of Columbia, by filing in such court a written petition praying that the order of the Board be modified or set aside. A copy of such petition shall be forthwith served upon the Board, and thereupon the aggrieved party shall file in the court a transcript of the entire record in the proceeding, certified by the Board, including the pleading and testimony upon which the order complained of was entered and the findings and order of the Board. Upon such filing, the court shall proceed in the same manner as in the case of an application by the Board under subsection (e), and shall have the same exclusive jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper, and in like manner to make and enter a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board; and the findings of the Board as to the facts, if supported by evidence, shall in like manner be conclusive.

(g) The commencement of proceedings under subsection (e) or (f) of this section shall not, unless specifically ordered by the court, operate as a stay of the Board's order.

(h) When granting appropriate temporary relief or a restraining order, or making and entering a decree enforcing, modifying, and enforcing as so modified or setting aside in whole or in part an order of the Board, as provided in this section, the jurisdiction of courts sitting in equity shall not be limited by the Act entitled "An Act to amend the Judicial Code and to define and limit the jurisdiction of courts sitting in equity, and for other purposes", approved March 23, 1932 (U. S. C., Supp. VII, title 29, secs. 101-115).

(i) Petitions filed under this Act shall be heard expeditiously, and if possible within ten days after they have been docketed.

Investigatory Powers.

Sec. 11. For the purpose of all hearings and investigations, which, in the opinion of the Board, are necessary and proper for the exercise of the powers vested in it by section 9 and section 10—

(1) The Board, or its duty authorized agents or agencies, shall at all reasonable times have access to, for the purpose of examination, and the right to copy any evidence of any person being investigated or proceeded against that

relates to any matter under investigation or in question. Any member of the Board shall have power to issue subpenas requiring the attendance and testimony of witnesses and the production of any evidence that relates to any
2087 matter under investigation or in question, before the Board, its member, agent, or agency conducting the hearing or investigation. Any member of the Board, or any agent or agency designated by the Board for such purposes, may administer oaths and affirmations, examine witnesses, and receive evidence. Such attendance of witnesses and the production of such evidence may be required from any place in the United States or any Territory or possession thereof, at any designated place of hearing.

(2) In case of contumacy or refusal to obey a subpena issued to any person, any District Court of the United States or the United States courts of any Territory or possession, or the Supreme Court of the District of Columbia, within the jurisdiction of which the inquiry is carried on or within the jurisdiction of which said person guilty of contumacy or refusal to obey is found or resides or transacts business, upon application by the Board shall have jurisdiction to issue to such person an order requiring such person to appear before the Board, its member, agent, or agency, there to produce evidence if so ordered, or there to give testimony touching the matter under investigation or in question; and any failure to obey such order of the court may be punished by said court as a contempt thereof.

(3) No person shall be excused from attending and testifying or from producing books, records, correspondence, documents, or other evidence in obedience to the subpena of the Board, on the ground that the testimony or evidence required of him may tend to incriminate him or subject him to a penalty or forfeiture; but no individual shall be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter, or thing concerning which he is compelled, after having claimed his privilege against self-incrimination, to testify or produce evidence, except that such individual so testifying shall not be exempt from prosecution and punishment for perjury committed in so testifying.

(4) Complaints, orders, and other process and papers of the Board, its member, agent, or agency, may be served either personally or by registered mail or by telegraph or by leaving a copy thereof at the principal office or place of business of the person required to be served. The verified return by the individual so serving the same setting forth

the manner of such service shall be proof of the same, and the return post office receipt or telegraph receipt therefor when registered and mailed or telegraphed as aforesaid shall be proof of service of the same. Witnesses summoned before the Board, its member, agent, or agency, shall be paid the same fees and mileage that are paid witnesses in the courts of the United States, and witnesses whose depositions are taken and the persons taking the same shall severally be entitled to the same fees as are paid for like services in the courts of the United States.

2088 (5) All process of any court to which application may be made under this Act may be served in the judicial district wherein the defendant or other person required to be served resides or may be found.

(6) The several departments and agencies of the Government, when directed by the President, shall furnish the Board, upon its request, all records, papers, and information in their possession relating to any matter before the Board.

Sec. 12. Any person who shall willfully resist, prevent, impede, or interfere with any member of the Board or any of its agents or agencies in the performance of duties pursuant to this Act shall be punished by a fine of not more than $5,000 or by imprisonment for not more than one year, or both.

Limitations.

Sec. 13. Nothing in this Act shall be construed so as to interfere with or impede or diminish in any way the right to strike.

Sec. 14. Wherever the application of the provisions of section 7 (a) of the National Industrial Recovery Act (U. S. C., Supp. VII, title 15, sec. 707 (a)), as amended from time to time, or of section 77B, paragraphs (l) and (m) of the Act approved June 7, 1934, entitled "An Act to amend an Act entitled 'An Act to establish a uniform system of bankruptcy throughout the United States' approved July 1, 1898, and Acts amendatory thereof and supplementary thereto" (48 Stat. 922, pars. (l) and (m)), as amended from time to time, or of Public Resolution Numbered 44, approved June 19, 1934 (48 Stat. 1183), conflicts with the application of the provisions of this Act, this Act shall prevail: Provided, That in any situation where the provisions of this Act cannot be validly enforced, the provisions of such other Acts shall remain in full force and effect.

Sec. 15. If any provision of this Act, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Act, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Sec. 16. This Act may be cited as the "National Labor Relations Act."

Approved, July 5, 1935.

2090 UNITED STATES OF AMERICA.

NATIONAL LABOR RELATIONS BOARD.

I, Beatrice M. Stern, Assistant Secretary of the National Labor Relations Board, and official custodian of its records, do hereby certify that attached is a full, true, and complete copy of:

Order Designating Trial Examiner in the Matter of Link Belt Company and Lodge 1604 of Amalgamated Association of Iron Steel and Tin Workers of North America, through the Steel Workers Organizing Committee affiliated with the C.I.O., Case No. XIII-C-303.

In Witness Whereof, I have hereunto subscribed my name and caused the seal of the National Labor Relations Board to be affixed this 11th day of March, A. D. 1938, at Washington, D. C.

Beatrice M. Stern,
Assistant Secretary.

(Seal)

Entered Mar. 11, 1938.

2091 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

ORDER DESIGATING TRIAL EXAMINER.

A charge having been filed in this matter, and it having appeared to the Regional Director of the Thirteenth Region that proceeding in respect thereto should be instituted, and the Board having considered the matter and being advised in the premises,

It Is Hereby Ordered that Hugh C. McCarthy act as

Trial Examiner in the above case and perform all the duties and exercise all the powers granted to trial examiners under the Rules and Regulations—Series 1, as amended, of the National Labor Relations Board.

Dated, Washington, D. C., March 11, 1938.

By direction of the Board:

George O. Pratt,
George O. Pratt,
Chief Trial Examiner.

(Seal)

2093 BOARD EXHIBIT NO. 1.

BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

Date filed: March 1, 1938.
Docketed 2-2-38.

CHARGE—SECOND AMENDED.

Pursuant to Section 10(b) of the National Labor Relations Act, the undersigned hereby charges that Link Belt Company, 39th & Princeton Avenue, Chicago, Illinois, has engaged in and is engaging in unfair labor practices within the meaning of Section 8, subsections (1) and (2) (3) of said Act, in that

1. The Link Belt Company, hereinafter called the company, acting by and through its officers and agents has interfered with, restrained and coerced and does now interfere with, restrain and coerce its employees in the rights guaranteed to employees in Section 7 of the Act.

2. The company has dominated and interfered with the formation and administration of a labor organization of its employees known as the Independent Union of Craftsmen, and has contributed and does now contribute financial and other support thereto, and does now assist, support and encourage membership in the Independent Union of Craftsmen.

3. The company on September 21, 1936 did discharge Louis Salmons, on September 28, 1936 did discharge Joseph E. Novak, on October 1, 1936 did discharge Nels Carls Sorenson, on May 19, 1937 did discharge Nick Cumorich and Mike Karobl, on November 9, 1937, did discharge

Paul Bourich, on November 17, 1937 did discharge Stanley Balcauski, on November 30, 1937 did discharge John Kalamarie, and on December 8, 1937 did discharge Harry Johnson, for the reason that each of the named employees had joined and assisted the Amalgamated Association of Iron Steel and Tin Workers of North America, hereinafter called the union, and for the further purpose of discouraging other employees from becoming or remaining members of said union. Except as noted below, the company has failed and refused and now fails and refuses to reinstate each of the above named persons.

4. On December 21, 1936 the company reinstated Louis Salmons and on January 13, 1937 the company reinstated Joseph E. Novak, upon the express promise of each of these employees that they would not engage in union activities.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the name and official position of the person acting for the organization.)

Lodge 1604 Amalgamated Association
of Iron Steel & Tin Workers of
North America, Thru Steel Workers
Organizing Committee—CIO,
By John J. Brownlee,
John J. Brownlee, Agent,
1910 Engineering Building,
Chicago, Illinois.

Subscribed and sworn to before me this first day of March, 1938.

I. S. Dirfman,
Regional Attorney.

2094 BEFORE THE NATIONAL LABOR RELATIONS BOARD.
* * (Caption—XIII-C-303) * *

AFFIDAVIT OF SERVICE.

County of Cook, } ss.
State of Illinois. }

Raymond A. Jacobson, acting as agent for the National Labor Relations Board, being duly sworn, deposes and says that on March 4, 1938, he served a true and correct copy of Complaint, Notice of Hearing, Second Amended Charge, and Rules and Regulations, Series 1, as amended, by leaving said copies with:

1. Link Belt Company at 307 N. Michigan Ave., Chicago, Illinois.
2. Mr. Benjamin Wham, Attorney for the Independent Union of Craftsmen at 231 S. La Salle Street, Chicago, Illinois.

Raymond A. Jacobson.

Subscribed and Sworn To before me this 8th day of March, A. D. 1938, at Chicago, Illinois.

Anna M. McElligott,
(Seal) *Notary Public.*

My com. expires Dec. 1941.

2095 BEFORE THE NATIONAL LABOR RELATIONS BOARD.
* * (Caption—XIII-C-303) * *

AFFIDAVIT OF SERVICE.

County of Cook, } ss.
State of Illinois. }

Ida N. Myers, acting as agent for the National Labor Relations Board, being duly sworn, deposes and says that on March 4, 1938, she served a true and correct copy of Complaint, Notice of Hearing, Second Amended Charge, and Rules and Regulations, Series 1, as amended, by sending said copy by registered mail to Mr. John J. Brownlee, who is the representative of Amalgamated Association of

Iron Steel and Tin Workers of North America, through the Steel Workers Organizing Committee affiliated with the Committee for Industrial Organization, Lodge 1604, at 1910 Engineering Building, Chicago, Illinois; and deponent further states that thereafter she received return delivery receipt therefor, dated March 5, 1938, and numbered 866904, attached hereto and made a part hereof.

Ida N. Myers.

Subscribed and Sworn to before me this 8th day of March, A. D. 1938, at Chicago, Illinois.

Anna M. McElligott,
Notary Public.

(Seal)

Com. expires Dec. 1941.

2096 Form 3806 (Rev. Jan. 21, 1935)

Receipt for Registered Article
No. 866904

Registered at the Post Office indicated in the Postmark
Fee paid 15 cents Class postage .....
Declared value off. Surcharge paid, $.....
Return Receipt fee 3 Spl. Delv'y fee .....
Delivery restricted to addressee: in person....., or order.....
Fee paid.....
Accepting employee will place his initials in space indicating restricted delivery.

(Postmark Of)
(Chicago Ill.)
(Old P. O. Annex.)
(Mar)
(4)
(1938)
(Registered)
(Mailing Office)

Postmaster, per JWW

Return Receipt Requested.

The sender should write the name of the addressee on back hereof as an identification. Preserve and submit this receipt in case of inquiry or application for indemnity.

Registry Fees and Indemnity.—Domestic registry fees range from 15 cents for indemnity not exceeding $5 up to $1 for indemnity not exceeding $1,000. The fee on domestic registered matters without intrinsic value and for which indemnity is not paid is 15 cents. Consult postmaster as to the specific domestic registry fees and sur-

charges and as to the registry fees chargeable on registered parcel-post packages for foreign countries. Fees on domestic registered C. O. D. mail range from 25 cents to $1.20. Indemnity claims must be filed within one year (C. O. D. six months) from date of mailing.

U. S. Government Printing Office c5—6852

2097 Post Office Department
Official Business

Registered Article
No. 866904
Insured Parcel
No.....

Penalty for Private Use
To Avoid Payment of
Postage $300.

Postmark of Delivering Office.
(Chicago)
(Mar 5)
(3 PM)
(1938)
(Ill.)
And Date of Delivery

Return to National Labor Relations Board
Thirteenth Region
(Name of Sender)
Street and Number,
or Post Office Box,
20 North Wacker Drive
Chicago, Illinois
Chicago,
Illinois.

Return Receipt

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

John J. Brownlee
(Signature or name of addressee)
D. Tullan
(Signature of addressee's agent)

Date of delivery 3-5, 1938.

Form 3811

U. S. Government Printing Office c 56116

2098 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

ANSWER OF RESPONDENT.

Comes now Link-Belt Company, respondent in the above entitled matter, and for answer to the complaint herein respectfully states:

1. Respondent admits the allegations of fact contained in paragraph 1 of the complaint.

2. Respondent admits the allegations of fact contained in paragraph 2 of the complaint.

3. Respondent admits the allegations of fact contained in paragraph 3 of the complaint, except that it denies that it uses iron ore as a raw material in its plant at 39th and Princeton Avenue, Chicago, Illinois.

4. Respondent has no knowledge of the allegations contained in paragraph 4 of the complaint and therefore neither admits nor denies said allegations.

5. Respondent denies each and every of the allegations of fact, conclusions of fact and conclusions of law contained in paragraph 5 of the complaint, except that it admits that on or about April 21, 1937, it recognized
2099 the Independent Union of Craftsmen as the sole agent for the purpose of collective bargaining for respondent's employees in a unit appropriate for that purpose.

6. Respondent denies each and every of the allegations of fact, conclusions of fact and conclusions of law contained in paragraph 6 of the complaint.

Further answering paragraph 6 of said complaint, respondent avers that Nels Carls Sorenson was discharged by respondent on or about October 1, 1936, for failure to perform his duties as an employee in an efficient and workmanlike manner and because he persistently loafed while on the job and interrupted his fellow employees in the performance of their duties.

Further answering paragraph 6 of said complaint, respondent avers that it discharged Nick Cumorich and Mike Karobl on or about May 19, 1937, because each of said persons was and persisted in continuing to be an inefficient and inferior workman, unwilling or incapable of properly performing his duties for which he was employed.

Further answering paragraph 6 of the complaint, re-

spondent avers that it laid off Paul Bozurich, Stanley Balcauski, John Kalamarie and Harry Johnson, along with a large number of other employees, due to reduced operations and necessary reduction of working forces.

7. Respondent denies each and every of the allegations of fact, conclusions of fact and conclusions of law contained in paragraph 7 of the complaint.

Further answering paragraph 7 of the complaint, respondent avers that it discharged Louis Salmons on or about September 21, 1936, for good and sufficient
2100 cause, and reinstated him to his former employment on or about December 21, 1936, upon the suggestion of the then Regional Director of the National Labor Relations Board for the Thirteenth Region.

Further answering paragraph 7 of the complaint, respondent avers that it discharged Joseph E. Novak on or about September 28, 1936, for good and sufficient cause, and that thereafter it reinstated him to his former employment.

8. Respondent admits that it did on or about December 21, 1936, reinstate said Louis Salmons to his former position in the plant and admits that on or about January 13, 1937, it did reinstate Joseph E. Novak to his former position in the plant, but denies each and every allegation of fact contained in said paragraph 8 of the complaint.

9. Respondent denies each and every of the allegations of fact contained in paragraph 9 of the complaint.

10. Respondent denies each and every of the allegations of fact, conclusions of fact and conclusions of law contained in paragraph 10 of the complaint.

11. Respondent denies each and every of the allegations of fact contained in paragraph 11 of the complaint.

12. Respondent admits that it is a member of the National Metal Trades Association, but denies each and every of the other allegations of fact, conclusions of fact and conclusions of law contained in paragraph 12 of the complaint.

13. Respondent denies each and every of the allegations of fact, conclusions of fact and conclusions of law contained in paragraph 13 of the complaint.

14. Respondent denies each and every of the alle-
2101 gations of fact, conclusions of fact and conclusions of law contained in paragraph 14 of the complaint.

15. Respondent denies each and every of the allega-

tions of fact, conclusions of fact and conclusions of law contained in paragraph 15 of the complaint.

16. Further answering said complaint, respondent avers that the alleged discriminatory discharges of Nels Carls Sorenson, Louis Salmons and Joseph E. Novak have heretofore been investigated, passed upon and settled by respondent and the National Labor Relations Board acting through its then Regional Director for the Thirteenth Region.

17. Further answering said complaint, respondent avers that the complaining union and each of the persons alleged in said complaint to have been discriminatorily discharged by said respondent is guilty of laches in that an unreasonable length of time has elapsed between the alleged discriminatory acts of respondent and the service of the complaint herein upon respondent.

Wherefore, respondent respectfully prays that the complaint herein be dismissed.

Link-Belt Company,
By E. L. Berry,
Assistant General Manager.

Pope & Ballard,
120 South La Salle Street,
Chicago, Illinois,
Attorneys for Respondent.

2102 State of Illinois, } ss.
County of Cook. }

E. L. Berry, being first duly sworn, on oath deposes and says that he is Assistant General Manager of Link-Belt Company; that he has read the foregoing answer and is familiar with the matters and things therein set forth; that said answer is true, except as to such matters and things as are therein stated to be on information and belief, and as to such matters he believes them to be true.

E. L. Berry.

Subscribed and sworn to before me this 10th day of March, 1938.

William F. Price,
Notary Public.

(Seal)

My Commission Expires May 23, 1941.

2104 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

MOTION FOR INTERVENTION BY INDEPENDENT UNION OF CRAFTSMEN AND LOCAL LODGE NO. 1 THEREOF.

1. Come now the Independent Union of Craftsmen and Local Lodge No. 1 thereof by Benjamin Wham, their attorney, and respectfully represent to this Board that the Independent Union of Craftsmen is a labor organization incorporated under the laws of the State of Illinois as a corporation not for profit; that the membership of Local Lodge No. 1 is composed entirely of employees in the 39th Street and Princeton Avenue Plant of the respondent Link Belt Company.

2. Your petitioners deny the allegation in paragraph 5 of the complaint that on or about April 19, 1937 the respondent Link Belt Company did instigate the formation of your petitioners among its employees and that from that date down to and including the date of the filing of the complaint herein it advised, urged and warned its employees to join your petitioners and did otherwise foster, promote and encourage the formation and growth of your petitioners; and your petitioners further deny the allegation that respondent did dominate and interfere with the administration of your petitioners and did contribute financial and other support thereto. Your petitioners admit that the respondent did, on or about April 21, 1937, recognize your petitioners as the sole bargaining agent for all employees in its Plant at 39th Street and Princeton Avenue, Chicago, Illinois, but your petitioners
2105 deny that the respondent did in any way engage in or is engaging in unfair labor practices within the meaning of the Act in its dealings with your petitioners.

3. Your petitioners deny the allegation in paragraph 9 of the complaint herein that on or about May 20, 1937 the respondent did hire Frank Solinko, son of Peter Solinko, an employee of respondent, on condition that Peter Solinko become a member of your petitioners.

4. Your petitioners deny the allegation in paragraph 10, of the complaint herein that the acts set forth in paragraph 6, 7, 8 and 9 of the respondent did encourage and are encouraging membership in your petitioners and

that said respondent by its said acts engaged in unfair labor practices within the meaning of the Act.

5. Your petitioners deny the allegation in paragraph 11 of the complaint herein that the respondent on or about April 19, 1937, down to and including the date of the filing of the Complaint herein, did promise to employ its workers more days per week and more hours per day in the event that they all become members of your petitioners, and that it did on or about April 20, 1937 by its supervisory employees sign the names of many of its employees without the authorization of such employees to petitions which were circulated in the Plant soliciting members in behalf of your petitioners. Your petitioners further deny that any of the acts of the respondent Link Belt Company performed in connection with your petitioners constitute unfair labor practices within the meaning of the Act.

6. Your petitioners further represent that, since on or before April 21, 1937 continuously to the present time, a majority of employees in said Plant of the respondent company have designated your petitioners as their exclusive representative for the purposes of collective bargaining with the respondent company, and that by virtue of the law your petitioners have been, during this period,

2106 the exclusive representatives of all employees in said Plant for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

7. Your petitioners further represent that they, as the exclusive representatives of all employees of said respondent company in said Plant, have engaged in collective bargaining with said company on behalf of all employees with respect to rates of pay, wages, hours of employment and other conditions of employment; that they have been successful in obtaining various benefits, including increased wages; that under their agreement with respondent company collective bargaining is constantly in progress and your petitioners have fully represented all the employees in said Plant.

8. Your petitioners further represent that they are advised that it is the practice of the Board in upholding a complaint of the character of the complaint herein, among other things, to order the respondent company to disestablish a labor organization which the Board finds to have been supported and dominated by said company; that it is

thus imperative that your petitioners be permitted to intervene in this proceeding in order that they may defend against the charges in said complaint and in order that they may continue in existence as bona fide labor organizations and carry out the wishes of the majority of the employees in said Plant as the exclusive representatives of such employees for the purposes of collective bargaining.

Wherefore, your petitioners pray that they may be permitted to intervene fully in this proceeding, to answer said complaint, to present evidence on all points at issue, examine or cross examine all witnesses, present arguments on all issues and that they may be placed on a parity with the respondent labor organizations.

Respectfully submitted,
Benjamin Wham,
Benjamin Wham,
Attorney for Independent Union of Craftsmen and Local Lodge No. 1 thereof.

2107 State of Illinois, } ss.
County of Cook. }

George F. Linde being first duly sworn upon oath deposes and says that he is the Secretary of the Independent Union of Craftsmen, a labor organization incorporated as an Illinois corporation not for profit; that he has read the foregoing motion, and that the same is true to the best of his information and belief.

George F. Linde.

Subscribed and Sworn to before me this 12th day of March, 1938.

Benjamin Wham,
(Seal) *Notary Public.*

2108 Endorsed: Before the National Labor Relations Board * * (Caption—XIII-C-303) * * Motion for Intervention by Independent Union of Craftsmen (Original) Received Mar 12 1938.

1 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

(Filed Sep 26 1939 Frederick G. Campbell Clerk.)

Room 777, United States Court House,
Chicago, Illinois,
Monday, March 14, 1938.

The above entitled matter came on for hearing, pursuant to notice, at 9:30 o'clock a. m.

Before:

Hugh C. McCarthy, Trial Examiner.

Appearances:

Stephen M. Reynolds, Attorney, appearing on behalf of the National Labor Relations Board.

Messrs. Pope & Ballard, by Edward W. Ford and William F. Price, 120 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Respondent, Link Belt Company.

Benjamin Wham, 231 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Intervener, Independent Union of Craftsmen, Local Lodge No. 1.

2 PROCEEDINGS.

Trial Examiner McCarthy: We will proceed, gentlemen, in the matter of the Link Belt Company and Lodge 1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America, through the Steel Workers Organizing Committee, affiliated with the Committee for Industrial Organization.

The Examiner wishes to inform all parties that the Board's reporter makes the only official transcript of these proceedings. All citations, briefs, or arguments based upon the record must cite the official transcript in all references to the record. The Board will not certify any transcript other than its official transcript for use in any court litigation.

You may proceed.

Mr. Reynolds: As Board's Exhibit No. 1 I offer the complaint in this case, together with a copy of the Rules

and Regulations; the second amended charge filed under date of March 1, 1938, signed by John J. Brownlee, for the Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge 1604; the affidavit of service of complaint, notice of hearing and the second amended charge, and Rules and Regulations, upon Link Belt Company and Mr. Benjamin Wham, attorney for the Independent Union of Craftsmen, executed by Raymond A. Ja-
3 cobson, agent for the Board; affidavit of service executed by Ida N. Myers, as agent for the Board of the complaint, notice of hearing, second amended charge, and rules and regulations, on Mr. John J. Brownlee, as representative of the Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge 1604; the answer of the Respondent in this case, signed by Mr. E. L. Berry; and a motion for intervention by the Independent Union of Craftsmen, Local Lodge No. 1 thereof, signed by Benjamin Wham.

Mr. Wham: Is there any order on that?

Mr. Reynolds: No, there is no order on that.

At this time I want to state for the record that it has come to my attention that there is some question as to whether Mr. Wham does represent the Independent Union of Craftsmen, and I think perhaps that might be considered by the Trial Examiner before ruling on the petition to intervene.

Trial Examiner McCarthy: Let us see the petition. Have you got an extra copy of it?

Mr. Wham: I have one that is marked up a little bit.

Mr. Reynolds: Here is one.

(Handing document to the Trial Examiner.)

Mr. Wham: I have the president of the Independent, that is, of the general body, and the president of Local Lodge No. 1, here, if you want or desire testimony on
4 the question of my authority.

Trial Examiner McCarthy: Just a minute.

Mr. Ford: I would like to know how that information trickled to the Board. It looks like there is espionage by others than the Respondent.

Trial Examiner McCarthy: Just a minute. We are considering now this motion to intervene. The Examiner will hear testimony on the authority of Mr. Wham, if there is any question about that.

Mr. Reynolds: Yes, I raise a question as to his authority.

Trial Examiner McCarthy: The Examiner will hear testimony on it. All of the documents except the motion for intervention will be admitted as Board's Exhibit 1.

(Thereupon the documents above referred to were marked "BOARD'S EXHIBIT NO. 1", and were received in evidence.)

Mr. Wham: Mr. Ross, will you take the stand?

ARTHUR B. ROSS, a witness called by and on behalf of the Independent Union of Craftsmen, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Trial Examiner McCarthy.) What is your full name, please?

A. Arthur B. Ross.

Q. (By Mr. Wham.) Where do you work, Mr. Ross?

Q. (By Trial Examiner McCarthy.) What is your address, please?

A. 353 East 76th Street.

Q. 353?

A. East 76th Street.

Q. Chicago?

A. Yes, sir.

Q. (By Mr. Wham.) Where do you work, Mr. Ross?

A. I work at the Link Belt, the 39th Street plant, Department DK.

Q. (By Trial Examiner McCarthy.) What department is that again?

A. That is the crane department.

Q. (By Mr. Wham.) Are you an official of the Independent Union of Craftsmen, a labor organization?

A. Yes, sir, I am president of the plant local, Independent Union of Craftsmen.

Q. (By Trial Examiner McCarthy.) What is the number of the local?

A. Local No. 1.

Mr. Wham: I might say we have two of them, but apparently this charge is only against one of them.

Q. (By Mr. Wham.) Has the Independent Union, Local Lodge No. 1, considered the question of intervention in this hearing?

A. Yes, sir.
Q. At what time?
A. Friday, at the regular designated meeting.
Q. (By Trial Examiner McCarthy.) What date is that? Last Friday, do you mean?
A. Yes, sir.
Q. (By Mr. Wham.) What action, if any, was taken?
A. By a duly made motion, carried unanimously, we decided to have Mr. Wham represent us as our attorney during these proceedings.
Q. And did the resolution include the authority to intervene on behalf of the Local Lodge?
A. Yes, sir.
Q. And present the case of the Local Lodge before the Board?
A. Yes, sir.
Mr. Wham: I believe that is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Mr. Ross, did you have a meeting prior to Friday of last week?
A. Yes, sir, we did.
Q. What was done at that time?
A. There was a motion made and it was decided not to have an attorney at that time, but the motion was overruled, amended Friday night.
Q. Was that a regular meeting?
A. That was a special—Friday night, it was a regular meeting, yes, sir.
Q. How many were present?
A. Offhand I would say probably seventy.
Mr. Reynolds: That is all.
I will withdraw my observation about the intervention.
Trial Examiner McCarthy: The motion of the Independent Union of Craftsmen, Local Lodge No. 1, to intervene in this proceeding will be granted, but the intervention will be strictly limited to matters concerning allegations of violations of Sections 8, sub-division 2 of the Act.
Mr. Wham: We would like to have that ruling extended, if your honor please, to permit us to show affirmatively that we are a labor organization, that we have bargained collectively, and all of the surrounding facts concerning that.
Trial Examiner McCarthy: That will be done.

You may proceed.

The motion to intervene will be made a part of Board's Exhibit 1.

Mr. Ford: Mr. Examiner, before we proceed with the hearing, I should like to move that certain portions of the complaint—

Trial Examiner McCarthy: Have you an extra copy?

Mr. Reynolds: I am afraid I haven't.

Mr. Ford: (Continuing.) —be either stricken or amended so as to particularize the allegations sufficiently to enable the Respondent to identify the alleged violations of the Act which are referred to; and to enable the Respondent properly to prepare its defense, whatever defense may be necessary to such allegations.

My motion is directed particularly to the following paragraphs; Paragraph 4, which refers to a union, and does not identify it as being any particular union at any other point in the complaint; and the only way I am able to identify it is by using my imagination. I think for the purposes of the record it should be identified as being a particular union.

With respect to paragraph 5 of the complaint my motion to either strike or particularize is directed to the fact that in the main the paragraph refers to generalities and conclusions without naming who or what, where or how, or in what manner the Respondent is alleged to have instigated, dominated, and so forth. As the allegations stand, it would be encumbent upon the Respondent to interview somewhere in the neighborhood of a thousand employees to find out to what the general allegations refer and to whom they refer.

Likewise, in paragraph 6, the conclusion is alleged that certain employees were discharged and refused reemployment because of union activities. We don't know from the complaint who discharged them, who refused to reemploy them, or what the alleged union activities were that are supposed to have been responsible for the general acts mentioned.

The same thing is true in paragraph 7 and in paragraph 8. It is alleged that certain persons were reemployed after discharge upon conditions which, if true, constitute a violation. We don't know who of the Respondent's many officers, agents and employees is responsible for the imposition of the conditions set forth in paragraph 8; and frankly

we cannot find out, and therefore request that we be told so that we can identify the persons actually referred to and proceed to prepare our defense.

In paragraph 9 we are again charged with employing a certain person upon another condition, which, if true, is a violation of the Act. We don't know who or under what circumstances this alleged condition is supposed to have been imposed other than the allegation that "Respondent, by its officers, agents and employees," which again puts us to the burden of interviewing a thousand persons before we can find out to whom the allegation refers.

10 Likewise, in paragraph 11, it is alleged that certain things were held out by the "Respondent, by its officers, agents and employees", as an inducement to join a certain organization and to refrain from joining another. Again we do not know who they are, and we cannot find out by diligent effort, and we have no way of knowing.

That information is solely in the Board's possession, and we ask that the officer, agent or employee who is supposed to have made such promises or threats be identified so we can find that person or persons, if any there be, and examine into the facts and prepare our defense.

In paragraph 12 it is categorically stated that we have employed operatives for the purpose of espionage in relation to union affiliations or activities of its employees; and we request that the Board be ordered to particularize the paragraph and name the person or persons who are alleged to be operatives for the purpose stated. That is a serious and a very important allegation; and I believe, not only to enable the Respondent to prepare its defense, but for the protection of the alleged agent or operative his name should be disclosed and incorporated in this complaint before we go forward.

One of the greatest burdens that the Respondents in these cases have to face in preparing cases for trial is the uncertainty and the general manner in which the com-

11 plaints have been drawn; and it is literally true that—

Mr. Reynolds: If the Examiner please,—

Mr. Ford: (continuing.) —in every single case the Respondent is unable literally to prepare any defense to the charges in the complaint until after the Board's case is in.

I say that from firsthand knowledge. I think in all fairness, and looking toward a speedy, fair and proper presentation of all of the evidence that the complaint should be sufficiently definite and specific to enable the Respondent to identify the acts which are referred to, so that it can pre-

pare any defense, if it has a defense, to the alleged charges; and if it has no defense, so far as this Respondent is concerned, it would enable it to come forward and say "This is the fact."

Mr. Reynolds: If the Examiner please, it has always been my understanding that a principal has constructive knowledge of the acts of his agents. I don't see why we are forced to plead evidence in this case. We have given adequate notice of the charges in the complaint, and we are going ahead with those specific charges, and the Respondent should be able to answer to the charges.

Now, insofar as the names are concerned, those names will appear in due course; and if the Board's allegations are true it will show that the Respondent did have knowledge of these matters. If they are not true, then the
12 Board's proof fails. I don't think that we are called upon to make it any more specific than already appears in the complaint.

Mr. Ford: I would agree with Mr. Reynolds on that point, and I am not asking that the Board plead its evidence. I certainly don't want Mr. Reynolds to have that idea.

But the complaint charges that the "Respondent, its officers, agents and employees" did certain things. Now, its officers, agents and employees in this particular plant number in excess of a thousand persons. The principle of law is, and I am willing to concede it for the purpose of this argument, that a principal can be charged with constructive notice of the acts of its agents; but until we know who is referred to we don't even know whether he is an agent.

Now, there are some one thousand or eleven hundred employees in the plant who have been in and out of there since the time referred to in the complaint, who are not agents of this Respondent.

Mr. Reynolds: If we do not show agency our case fails.

Mr. Ford: We don't even know how to prepare a defense on the question of agency until we know who they are and until the Board's case is in.

Trial Examiner McCarthy: The motion for a bill of particulars is denied.

You may proceed.

Mr. Ford: May I inquire as a procedural matter
13 whether it is necessary to take an exception?

Trial Examiner McCarthy: It is not necessary, but you will be granted an exception any time you ask for it. It is not necessary to ask for it.

Mr. Ford: We will assume that we have exception to every adverse ruling.

Trial Examiner McCarthy: Yes, you may always bring that up and except to the intermediate report after you receive it.

Mr. Ford: Thank you.

EDWARD L. BERRY, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Your name and address, please?

A. Edward L. Berry, 5807 Dorchester Avenue, Chicago, Illinois.

Q. Are you connected with the Link Belt Company?

A. I am.

Q. What is your position?

A. Assistant general manager.

Mr. Reynolds: Mark this Board's Exhibit 2.

(Thereupon the document above referred to was marked "Board's Exhibit No. 2", for identification.)

14 Q. (By Mr. Reynolds.) Mr. Berry, I show you this document, consisting of two pages, which has been marked Board's Exhibit 2 for identification, and ask you if you have ever seen that before?

(Handing document to the witness.)

A. I have.

Q. What is that?

A. A stipulation, according to this.

Q. What is contained in the stipulation in general?

A. It has to do with the incorporation and location of the company and what it manufactures.

Q. And you know that the facts which are set out are substantially correct?

A. Substantially so.

Mr. Reynolds: I will offer Board's Exhibit 2, a stipulation which was signed today by myself, as attorney for the Board, and Mr. E. L. Berry, as assistant general manager for the Link Belt Company.

Trial Examiner McCarthy: It may be received.

(The document heretofore marked "BOARD'S EXHIBIT NO. 2", for identification, was received in evidence.)

Q. (By Mr. Reynolds.) Mr. Berry, in that stipulation the operations of the Link Belt Company are not described at any very great length. Will you state for the Ex-
15 aminer in brief what the operations are?

A. At our plant?

Q. Yes.

A. We manufacture material-handling equipment, and it consists generally of the engineering office, crane division and general sales. We operate an engineering department, an iron and steel foundry, steel fabricating department, general machine shop, crane assembly department, with the supplementary departments that go to make up the manufacturing, such as the maintenance department, the planning, receiving, stores and shipping departments, together with the necessary sales, accounting and cost departments.

Q. Now, what raw materials do you use in your work out there?

A. Pig iron, iron and steel scrap, shakes, bars, plates, lumber.

Q. Do you use other metals besides iron?

A. We use bronze, some lead; sand, coke, coal, wire.

Q. Now, from what sources do you receive most of this raw material?

A. We receive coal from the mines located in Illinois and Indiana, generally. We receive steel from Illinois and Indiana and Pittsburgh generally. Lumber from Chicago; bronze and lead from Chicago; sand from Illinois; coke from Illinois; wire from Illinois.

16 Q. The materials which you receive are all in a semi-finished state, are they not?

A. Generally speaking, yes, we have to process most of them.

Q. And what is the physical set up of the plant for that purpose out there? What different departments are there in the plant?

A. First we have the sales department which sells our products. We have the engineering department, which designs it. We have the planning department, which plans and schedules the work through the plant. We have pattern shops which make the patterns which the engineering department may design. We have a steel foundry and an iron foundry that makes the molds and pours the castings from those patterns. We have a machine shop which finishes in general most of the castings made in our foundry. We have a steel shop which fabricates the steel work. We

have a crane shop which assembles the individual units as mentioned. We have a maintenance and cost department to collect and gather costs on the products made; and the other necessary departments, such as payroll, and so forth.

Q. Now, are you familiar with the disposition of the finished products generally?

A. Am I familiar with the—

Q. Yes, the disposition, where the sales are made generally?

17 A. Not specifically, but generally.

Q. The majority of them are made outside of the State of Illinois, aren't they?

A. The majority of what?

Q. Of the—the majority of the finished products are sold and sent outside of the State of Illinois?

A. It would be rather difficult to tell you exactly because it all depends on business conditions, and where they buy. We cover the United States in general in our sales.

Q. You do national advertising?

A. We do.

Q. What journals?

A. Through most of the recognized trade papers and through direct mail.

Q. Do you have any registered trade mark?

A. We have a registered trade mark.

Q. What is that?

A. That is a double inverted arrow.

Q. The company has another plant in Chicago here, has it?

A. We have, yes.

Q. And what is carried on at that plant?

A. A general engineering office and the manufacture of coal stokers, together with some transmission equipment.

Q. (By Trial Examiner McCarthy.) For automobiles?

A. I beg pardon?

18 Q. For automobiles? You said "transmission".

A. For general plant transmission, pulleys, bearings, so forth.

Trial Examiner McCarthy: Oh, yes.

Q. (By Mr. Reynolds.) Do the other plants of the Link Belt Company located throughout the country carry on similar operations to those at the 39th Street plant?

A. Generally so, yes.

Mr. Reynolds: I believe that is all.

(Witness excused.)

Mr. Reynolds: I will call Mr. Cousland.

JAMES COUSLAND, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Trial Examiner McCarthy.) What is your name?

A. James Cousland.

Q. And your address?

A. 9040 South Throop Street.

Q. Chicago?

A. Yes, sir.

Q. (By Mr. Reynolds.) Are you employed by the Link Belt Company, Mr. Cousland?

A. Yes, sir.

Q. What is your occupation there?

A. Lathe operator.

Q. How long have you been working there?

A. Twenty-two years.

Q. Have you worked continuously during that time, Mr. Cousland?

A. Almost, yes.

Q. Are you a member of any labor organization out there at the plant now?

A. I belong to the Craftsmen's Union.

Mr. Ford: May I enter a request that the witness talk a little louder?

Trial Examiner McCarthy: Raise your voice.

Q. (By Mr. Reynolds.) Did you ever belong to any other union?

A. When I came to the Link Belt I belonged to the Federation of Labor Machinists Union.

Q. Did you ever become a member of the C. I. O.?

A. Yes.

Q. When did you join the C. I. O.?

A. Soon after the propaganda started.

Q. (By Trial Examiner McCarthy.) When was that?

A. I couldn't give you the date.

Q. Approximately.

A. Around this time last year, I think.

Q. (By Mr. Wham.) Last year?

A. This time last year.

Q. (By Mr. Reynolds.) Where did you join?

A. At 47th Street.

Q. (By Trial Examiner McCarthy.) 47th Street?

A. Yes, sir.
Q. (By Mr. Reynolds.) At the Union Hall, you mean?
A. Yes.
Q. And did you attend the meetings regularly?
A. No, I think I went to three or four meetings.
Q. Three or four meetings?
A. Yes.
Q. Now, did you make any report of these meetings to Mr. Berry?
A. No, sir.
Q. Before you joined the C. I. O. did you ever carry reports of labor activities to Mr. Berry?
A. No, sir.
Q. Were you ever in the employ of the National Metal Trades Association?
A. Yes, sir.
Q. When did you first start to work for the National Metal Trades Association?
A. About twenty years ago.
Q. Now, describe what the nature of your duties were at the time you started and at all times since that you have been working for them.
A. It was to take care of any piece work trouble.
Q. (By Trial Examiner McCarthy.) What do you mean, take care of piece work trouble?
A. Well, to see that the people who asked about things kept informed.
Q. (By Mr. Wham.) What was the nature of the information?
Q. (By Mr. Reynolds.) What was the nature of that information?
A. Also I had to look after the production, the tooling methods, and such like as that.
Q. (By Trial Examiner McCarthy.) Production, and what was the other?
A. The tooling methods.
Q. (By Mr. Reynolds.) Did your duties remain the same all the way along?
A. Yes, sir.
Q. With the National Metal Trades Association?
A. Yes, sir.
Q. Did you ever start to carry information about labor activities to the National Metal Trades Association?
A. I had nothing to do with that.
Q. What is that?
A. I had nothing to do with that.

Q. You had nothing to do with that?
A. No, sir.
Q. (By Trial Examiner McCarthy.) What was this other item, piece work trouble?
A. Piece work trouble.
Q. What do you mean by that?
A. If any trouble arose between the rate-setting department and the men in the shop.
Q. (By Mr. Reynolds.) Did you know that the LaFollette Committee investigated your case along with others in its investigation of industrial espionage?
A. I heard something about it.
Q. You heard something about it?
A. Yes, sir.
Q. How did the notice of that come to you?
A. Well, I was told by—down at the Metal Trades Office.
Q. Who?
A. At the Metal Trades Office.
Q. What did they tell you?
A. They told me to stop correspondence.
Q. (By Trial Examiner McCarthy.) They told you what?
A. Stop correspondence.
Q. (By Mr. Reynolds.) You had been corresponding with the Metal Trades Office?
A. Yes, only on that subject I have spoken about.
Q. (By Trial Examiner McCarthy.) What subject was that?
A. The piece work trouble, and in proving the things throughout the shop.
Q. (By Mr. Reynolds.) You never wrote anything about labor?
A. I had nothing to do with labor.
Q. You never mentioned it in any way?
A. I have never mentioned it in any way.
Q. You didn't make any reports to Mr. Berry about labor conditions at the plant?
A. No, I did not.
Q. Never did?
A. No.

Mr. Ford: Mr. Examiner, I think if Mr. Reynolds has available all of the LaFollette Committee reports it would be the simplest thing to introduce them in evidence.

Trial Examiner McCarthy: You may proceed.

Mr. Ford: If he has anything to put in evidence.

Trial Examiner McCarthy: He may proceed.

Mr. Ford: I don't think it is right to get it by implication from a man who has been employed by the company for twenty years, to show that he has violated the Act unless he can show what is in those reports.

Trial Examiner McCarthy: That is a matter to be determined.

Mr. Ford: There is probably nothing in that about
24 this gentleman forwarding reports on labor activities to anyone.

Mr. Reynolds: I beg your pardon, there is.

Mr. Ford: You should offer them in evidence, then.

Mr. Reynolds: I would also like to have the record show that before I called Mr. Cousland to the stand counsel went over and talked to him before he introduced his testimony.

Trial Examiner McCarthy: Yes.

Mr. Ford: Just a minute—

Trial Examiner McCarthy: Let the record show that, the Examiner noticed that too.

Mr. Ford: I ask leave at this point to examine this witness to disclose exactly what I said to him.

Trial Examiner McCarthy: You may do that on cross-examination.

Mr. Ford: Just a minute, this is a collateral matter which he has introduced and which reflects both upon the witness and myself. I ask leave, without any questions from me, to have the witness state to the Trial Examiner what I said to him.

Trial Examiner McCarthy: At this point?

Mr. Ford: At this point, yes.

The Witness: He said my face was familiar to him.

Trial Examiner McCarthy: What?

25 The Witness: He said my face was familiar to him, where have I seen you before?

I told him I had worked at the Link Belt Company and I thought I had seen him there.

Q. (By Mr. Reynolds.) You haven't talked to him before today?

A. No, sir, I never had his acquaintance before.

Q. Did you talk to anybody before you came up here after receiving my subpoena?

A. No, I did not.

Q. You talked to no official of the company?

A. No, sir.

Mr. Ford: If it is of interest to Mr. Reynolds and to

the Trial Examiner, this gentleman bears a close resemblance to Mr. Thomas Hyland, United States Conciliator of Labor, located in this territory. I was not sure that he was not Mr. Hyland and that is why I went over to see if it was Mr. Hyland and requested him to tell me his name.

Apparently he is not Mr. Hyland. I never saw him before as far as I know, because I have never been out at the 39th Street Link Belt plant.

Mr. Reynolds: Will you mark these Board's Exhibits for identification?

(Thereupon the documents above referred to were marked "Board's Exhibits Nos. 3 and 4", for identification.)

26 Q. (By Mr. Reynolds.) Mr. Cousland, did you ever see a copy of this document, Board's Exhibit 4 for identification, before?

(Handing document to the witness.)

A. I have never seen that.

Q. You have never seen that?

A. No.

Q. Now, did you have a particular number that was given you by the National Metal Trades Association?

A. Yes, sir.

Q. Was that number 128?

A. Yes, sir.

Q. How long have you had that particular number to designate you by?

A. All along.

Q. How long?

A. All along.

Q. All along?

A. Yes.

Q. (By Trial Examiner McCarthy.) You mean for twenty years?

A. Yes.

Q. (By Mr. Reynolds.) Now, under the terms of your employment with the National Metal Trades Association how often did you make reports to them?

A. Well, when times were good and things—when 27 piece work troubles and such like, and new methods, would come up, I had to report sometimes once a week, sometimes once a month.

Q. New matters that would come up?

A. Yes.

Q. What kind of new matters?

A. New jobs, come along, new tooling methods, piece work.

Q. Do you know whether the National Metal Trades Association ever engaged in labor relations work?

A. I didn't have anything to do with that.

Q. You had nothing to do with that?

A. No, sir.

Q. That subject was never mentioned in any conversation you had with the officers of the National Metal Trades Association?

A. I never had any conversation with them.

Trial Examiner McCarthy: What was that answer?

(Answer read.)

Q. (By Mr. Reynolds.) You simply made written reports?

A. Yes, sir.

Q. How much compensation did you receive for this?

A. Compensation? I received no compensation.

Q. You received no compensation?

A. No compensation.

Q. You received expenses, isn't that right?

28 A. Yes, sir. I made out the time I lost away from my own work.

Q. What kind of expenses would you have on that job?

A. I usually only had about—you mean in a month?

Q. Yes, in a month or a week?

A. About eight or ten dollars a month.

Q. Eight or ten dollars a month?

A. Yes, sir.

Q. That is all you received in a month?

A. Yes, sir.

Q. Now, Mr. Cousland, I call your attention to page 1087 of Board's Exhibit No. 4 for identification, and to about the sixth line there, where your name appears. Do you see your name?

A. Yes, sir.

Q. What does that line read all the way across?

A. "128. James Cousland, Link Belt, Chicago, Illinois. E. L. Berry, supt. 3/33—7/36."

Trial Examiner McCarthy: That is a part of a table, is it?

Mr. Reynolds: Yes.

Trial Examiner McCarthy: Identify the table.

Mr. Reynolds: Yes, the table is Exhibit 461 appearing on page 1087 of Board's Exhibit 4.

Trial Examiner McCarthy: What is the title of the table?

Mr. Reynolds: "List of Special Contract Operatives Employed by National Metal Trades Association, March, 1933, to December, 1936."

Q. (By Mr. Reynolds.) Now, at the top of that column where Mr. Berry's name appears, what does that state?

A. "Reports Sent To".

Q. "Reports Sent To" E. L. Berry?

A. Yes.

Q. Now, does that mean that you sent reports to Mr. Berry?

A. No.

Q. It means the National Metal Trades Association sent the reports, or do you know?

A. I don't know how he got these reports.

Q. You never had any converstion with Mr. Berry about the subject matter of those reports?

A. No.

Q. No inquiries were ever made about the points which you reported on?

A. No, they seemed to be quite well satisfied.

Mr. Ford: Your Honor, to expedite matters, the Respondent will stipulate that since the latter part of 1916 or early in 1917 this witness has been in the employ of the Respondent company and has reported to the person in charge of the plant from time to time since that time. I do not ask the Board to stipulate as to the subject of those reports, but shall ask for proof. When I say reported to Mr. Berry, I mean that the reports made by the witness eventually came to Mr. Berry or whoever at the time may have been in charge of the plant, and that such reports were made through the Metal Trades Association.

Q. (By Mr. Reynolds.) Mr. Cousland, are you familiar with all the services that were rendered by the National Metal Trades Association?

A. No, sir.

Q. To the Link Belt Company?

A. No, I am not.

Trial Examiner McCarthy: Keep your voice up.

The Witness: You mean services besides what I did?

Q. (By Mr. Reynolds.) Yes.

A. No.

Q. Do you know whether or not there were any other services?

A. I couldn't tell you that.

Q. If there were other operatives there you are not familiar with that?

A. No, I don't know that, that is something I couldn't find out.

Q. Did your fellow employees know that you were in the service of the National Metal Trades Association?

31 A. No, they did not.

Q. You never thought you should tell them?

A. I saw no reason to.

Q. What is that?

A. I saw no reason for talking about it.

Q. Why didn't you think it was something to be talked about?

A. Well, I just didn't think it was worth while to tell them that.

Q. You didn't think it was worth your while?

A. No.

Q. Was it something that you were ashamed of?

A. No, I wouldn't say that, because I have never done anything to be ashamed of.

Q. The National Metal Trades Association, did they advise you not to talk about your connection with them?

A. No, they never did, no.

Q. Did anyone else ever advise you to keep silent?

A. No, sir.

Q. Now, I call your attention to Board's Exhibit 3 for identification, being a report of the Committee on Education and Labor and Industrial Espionage, in which on page 85 of that pamphlet under a table labeled "Table of $9,440,132.15 Expenditures on Industrial Espionage, Munitioning, and Strike Breaking 1933-37,"—

32 Mr. Wham: What page is that?

Mr. Reynolds: Page 79 and following.

Q. (By Mr. Reynolds.) On page 85 there appears an item referring to the "Link Belt Company, Chicago, Illinois, Espionage", and under a table showing four different years, 1933, 1934, 1935 and 1936—

A. Yes.

Q. Amounts are shown there.

A. Yes, sir.

Q. Now, what are those amounts under each year?

A. 1933 was $1,102.94. 1934, $1,183.29. 1935, $1,372.94. 1936, $1,778.84. Total, $5,438.01.

Q. Now, if that sum of $5,438.01 was spent by the Link Belt Company for espionage you have no knowledge of it?

A. No, sir.

Q. The only amount that you received from the National Metal Trades Association were the eight to ten dollars that you received a month?

A. At that time, in 1933 and 1934, that was an average of about $5.00 a month.

Q. $5.00 a month?

A. Yes.

Q. You sometimes made reports oftener than once a month?

A. It depends on circumstances.

Q. What were the circumstances that would make a
33 difference?

A. Well, on a job, you see, if we were having trouble with certain work, we would get—

Q. (By Trial Examiner McCarthy.) What kind of trouble?

A. Piece work trouble between the rate setters and the men. If the men were satisfied, the work was better.

Q. Can you give us an illustration of what you have in mind?

A. We had several years that we had a big gold mine digger, and the men were having a lot of trouble over the piece work. The rates were low, and I told them about it.

Q. When you say you told them about it, what do you mean?

A. I sent in a report about it and the things were adjusted and good money was made by all the men.

Q. (By Mr. Reynolds.) You never personally went to the headquarters of the National Metal Trades Association?

A. No.

Q. How were you paid.

A. When I sent in reports, that is all.

Q. Did you receive your compensation by check?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) You were paid by check, you say?

A. Yes, money order.

Q. Oh, money order?

34 A. Yes.

Q. (By Mr. Reynolds.) Now, you stated that you

were informed that you had been investigated by the La-Follette Committee. Where did you receive that informations?

A. I was told to cease for the present, to stop making reports.

Q. You were told by whom?

A. By somebody in the Metal Trades.

Q. (By Trial Examiner McCarthy.) Who?

A. Mr. Abbott.

Q. Abbott?

A. Yes.

Q. (By Mr. Reynolds.) What did he tell you?

A. He told me not to send in any more reports, that is all.

Q. Did he give you any reason?

A. No reason whatever.

Q. You didn't make any further investigation of it?

A. No.

Q. Are you still in their employ?

A. No, I don't think so.

Q. When was the last report you sent out?

A. About eighteen months ago.

Q. Now, do you make any reports of any description now?

A. No, sir.

Q. You don't make any oral or written reports to any official of the plant?

A. No, sir.

Q. You resigned from the C. I. O., didn't you?

A. Yes, I went to Louis here and told him—

Q. Who is Louis?

A. Mr. Salmons.

Q. He is the president of the Union?

A. I told him I was quitting in order to join the Craftsmen.

Q. When was that you went to Mr. Salmons?

A. Well, it would be around the month of May.

Q. (By Trial Examiner McCarthy). May, 1937?

A. Yes, last year.

Q. (By Mr. Reynolds.) What time was that with reference to your notice from Mr. Abbott not to send any more reports?

A. Quite a long time before that, quite a while before that.

Q. (By Trial Examiner McCarthy.) What is that?

A. Quite some time before that.

Q. That you resigned from the C. I. O.?
A. No, that I quit sending reports.
Q. (By Mr. Reynolds.) How did you first learn about the LaFollette Report?
A. I learned—I don't know, I just couldn't tell you.
Q. You couldn't tell?
A. No.
36 Q. How you learned that?
A. No.
Q. What did you learn about it?
A. I didn't learn anything about it.
Q. Well, you knew about it before you came in here today, didn't you?
A. Yes, I did.
Q. What did you know about it?
A. I knew that LaFollette—that there had been an investigation, but whatever it was, I don't know.
Q. Did you know that you were mentioned in it or involved in it?
A. No, I couldn't say.
Q. You didn't know that?
A. No.
Q. Now, isn't it a fact that you found out about it and immediately afterwards you resigned from the C. I. O. Union?
A. No. That I knew about the LaFollette investigation?
Q. Yes.
A. After that?
Q. At the time that you resigned from the C. I. O., hadn't you found out that the LaFollette investigation had disclosed that you were in the employ of the National Metal Trades Association?
A. The reason why I went to Mr. Salmons was be-
37 cause they were starting a shop organization out there.
Q. Therefore you wanted to leave the CIO?
A. Yes.
Q. Why did you want to leave the C. I. O.?
A. I wanted to be decent enough with Mr. Salmons to tell him I had turned over to the other one.
Q. Did you know at that time that Mr. Salmons had found out that you had been exposed by the LaFollette Committee?
A. The day I went to Mr. Salmons was the day he told me that he knew all about it.
Q. (By Trial Examiner McCarthy.) You mean Salmons said that?

A. Yes.
Q. (By Mr. Reynolds.) What did you tell him?
A. I don't know what I said, only it was all right.
Q. You didn't say anything, did you?
A. I said it was all right with me, or something like that.
Q. Why did you want to leave the C. I. O.?
A. Well, where I could see in the newspapers what the C. I. O. had turned out to be; at the same time we were having our own organization, and I thought it was more loyal, I thought there was more loyalty in our own organization than there was in the C. I. O.
Q. How did you feel about it when you joined the C. I. O.?
A. I was very much interested at first, I was quite sincere about it.
38 Q. You did not get any suggestion from the National Metal Trades Association that you join the C. I. O.?
A. No, I did not. I was there in my own initiative.
Q. (By Trial Examiner McCarthy.) Would it have helped you in your adjustment of disputes—
A. No.
Q. (Continuing.) —over piece work?
A. No, these things belonged to the men themselves which I was reporting. I had nothing to do with that.
Q. (By Mr. Reynolds.) Did any of your fellow employees say anything to you after you resigned from the C. I. O., about the matter?
A. What?
Q. About resigning?
A. No, quite a few of them were leaving at that time anyway. Quite a number left the C. I. O. at that time, who had already pledged themselves.
Q. Didn't you resign from the C. I. O. because you knew you had been exposed by the LaFollette Committee?
A. No, sir.
Q. You did know it though at that time, didn't you?
A. I know—I didn't know that there had been any expose. Well, what good would it do? It wouldn't do me any harm; I never done any harm, that I should be afraid of being exposed.
39 Q. Well, at the time you resigned you knew that the LaFollette Committee had put your name down in a report, didn't you?
A. Yes, I did.
Q. Now, how did you find that out?

A. I found that out through someone in the shop, but I couldn't tell you who he was.

Q. Through somebody in the shop?

A. Yes, sir.

Q. Was it an employee or somebody in a supervisory capacity?

A. No, it was an employee.

Q. An employee?

A. I never paid any great amount of attention to it at the time.

Q. What did he tell you about it?

A. He said I had been reported in an investigation by LaFollette in Washington. He didn't say there had been any in Chicago, though; LaFollette had something to do with industrial relations in Washington, but not in Chicago.

Q. You did not make any further investigation of it?

A. No, I was not interested.

Q. How long was it after that that you resigned from the C. I. O.?

A. Well, I was in the C. I. O. about two or three months, I guess, two months, something like that.

40 Q. Two months after that?

A. Yes, from March until about May.

Q. You found out in March that you had been named by the LaFollette Committee?

A. No, I didn't.

Q. When was it? As well as you can remember?

A. It must have been later on.

Q. (By Trial Examiner McCarthy.) It would be in April or May?

A. Yes, it must have been around sometime in April.

Q. (By Mr. Reynolds.) Well, shortly before you resigned from the C. I. O.?

A. Yes.

Q. Did you go up to a regular meeting and resign?

A. No, I went to the shop and met Mr. Salmons in the shop and spoke to him.

Q. You met Mr. Salmons?

A. Yes.

Q. Have you been receiving any extra income since you stopped making those reports?

A. No, sir, I haven't lost no time from my own work, so I wouldn't have.

Q. (By Trial Examiner McCarthy.) How much time did it take?

A. About an hour or two a week to adjust the piece
41 work. Now, they don't want any of these reports on piece work, tooling and such like.

Trial Examiner McCarthy: We will have a recess.

(A short recess was taken.)

Trial Examiner McCarthy: You may proceed, gentlemen.

Q. (By Mr. Reynolds.) Now, Mr. Cousland, are you sure that when you resigned from the C. I. O. the Independent Union of Craftsmen had already started at that time?

A. Yes, they were.

Q. As a matter of fact, didn't you resign sometime in March, and the Independent Union of Craftsmen did not begin to organize until April 18th?

A. I was in the C. I. O. around March, I think.

Q. You left the C. I. O. in March?

A. No, I left the C. I. O. around in May.

Q. In May?

A. I am almost sure of it.

Q. After the Independent Union had already started?

A. Yes, I am sure it was May.

Q. Now, when you came up and resigned; tell us again just exactly what you told Mr. Salmons.

A. I told him that I was going to quit the C. I. O.

Q. Didn't you tell him you had a surprise for him? Isn't that the way you put it?

A. Yes, I was going to quit the C. I. O. Yes, wait;
42 wait a minute. I said I had a surprise for him, and he said, "I know all about you", or some thing like that. That was it.

Q. Then he said something to you and you did not reply, is that right?

A. Yes, I made some reply.

Q. You don't remember what it is?

A. I says, "All right", or something like t[illegible].

Q. Now, Mr. Cousland, what is your—what is the nature of your work for the Link Belt Company?

A. You mean what I do daily?

Q. Yes.

A. Lathe operator.

Q. Does that keep you confined at your job all the time?

A. Yes.

Q. Or do you have to make trips out around the plant?

A. Once in a while—not around the plant, around the machine shop.

Q. Did you ever go into the offices of the company?
A. I have nothing to do with the offices.
Q. Isn't it a fact that at one time you made very frequent visits, maybe two or three a day, in the office of Stanley Staske, the employment agent?
A. Two or three times a day?
Q. Yes. Well, did you go there at any time?
43 A. Yes, once in a while I would talk to Staske. He made out my personal property report, and affidavits, and different things.
Q. Affidavits?
A. Yes, personal property schedules, and when I got books out. They have a library there and he took care of the books.
Q. How often would you say that you went in to see Stanley Staske?
A. Staske, I don't remember when I was even in to see Staske.
Q. Isn't it a fact that you went in there almost every day, sometimes two or three times or more a day?
A. I doubt it.
Q. You doubt it?
A. Yes.
Q. You would not say it was not true, though?
A. Well, I would say it was not true.
Q. What is your best estimate as to how often you went in to see Staske each day?
Mr. Ford: May I ask when the time is that he is inquiring about?
Q. (By Mr. Reynolds.) Yes, when was the first time you went in to see Staske?
A. He used to take care of the hospital.
44 Q. (By Trial Examiner McCarthy.) When did you first go in to see him, that is the question?
A. You mean when I started in the Link Belt Company?
Q. (By Mr. Reynolds.) Yes.
A. I didn't even speak to Staske for ten years after I went to the Link Belt.
Q. About ten years thereafter how often did you go in to talk to him?
A. I don't think I ever went in to talk to him.
Q. Now, since 1933 have you been in to talk to him?
A. No.
Q. Never?
A. No.

Q. Since 1933?
A. No, sir, he had nothing to do with my work.
Q. Did Staske ever come out to your machine?
A. Yes.
Q. What would you say to each other?
A. Well, we were quite friendly with each other.
Q. But you never went into his office?
A. No, I never have, I may have went to the hospital.

Mr. Reynolds: I will offer in evidence Board's Exhibit No. 3 for identification, being a report of a Committee on Education and Labor of the Senate on violation of free speech and the rights of assembly; and Board's Exhibit 4 for identification, being hearings before the Sub Committee of the Committee on Education and Labor of the Senate; Part III, the part referring to the Tennessee Coal, Iron & Railroad Company and the National Metal Trades Association; and will ask leave to substitute the excerpts from these two reports which bear directly upon this matter, and which I have copied from Board's Exhibits 3 and 4 for identification.

Trial Examiner McCarthy: Is there any objection?

Mr. Ford: There is no objection, Mr. Examiner, except the Respondent would like leave to refer to the entire exhibits, or rather, to the entire published reports which Mr. Reynolds has used in his examination, if it should be necessary to do so.

Trial Examiner McCarthy: You will have that privilege.

The exhibits will be admitted.

(The documents heretofore marked "BOARD'S EXHIBITS NOS. 3 AND 4", for identification, were received in evidence.)

Mr. Reynolds: I believe that is all the questions I have with this witness.

Cross-Examination.

Q. (By Mr. Ford.) Mr. Cousland, do you remember the date of your first employment with the Link Belt Company?

A. It was the end of January, 1916.

Q. And at that time were you in the employ of or were you reporting to the National Metal Trades Association?

A. At that time?

Q. Yes.

A. Well, it was soon after I started there.
Q. Soon after that?
A. Yes.
Q. Would you say that was in 1916?
A. Yes.
Q. And will you please tell us exactly what your instructions or duties were with respect to making reports to the National Metal Trades Association at that time?
A. At that time we were having trouble on piece work—
Q. (By Trial Examiner McCarthy.) That is, 1916?
A. Yes.
Q. That was just before the War?
A. The war was going on.
Q. That is right, in 1914 the War started, and we got in in 1917.
A. Yes, sir.
Q. Do you know if the Link Belt Company was making any munitions for the Allies?
A. We were not making munitions, no.
Q. Were you making parts?
A. Yes.
47 Q. They had some war contracts, did they?
A. Yes, I believe they did.
Q. Was that part of your work?
A. I don't know whether it would be a war contract or not, war parts.
Q. (By Mr. Ford.) Were you engaged to make reports—
Let's start over again. Tell us just what your duties were, what you were supposed to do so far as the Metal Trades Association was concerned.
A. We were having trouble on piece work at that time.
Q. When you say you were having trouble on piece work at that time, just what do you mean?
A. The men were very much dissatisfied with what the rates were, that they were getting for the work.
Q. For the piecework that they were doing?
A. Yes.
Q. When you say that your duties related to trouble with piece work, do you mean that you had anything to do with the time studies on the job?
A. The time studies?
Q. The time studies, yes.
A. No, I had nothing to do with the actual checking of the time studies, but very often after the time study was

taken, if a man was dissatisfied with the rates he got for the work, I would report that.

48 Q. When you discovered such dissatisfaction you made a report of it?

A. Yes.

Q. And as a result of your reports, do you know whether any adjustments were made from time to time?

A. Yes, some very satisfactory adjustments were made.

Q. Now, at the time of your first employment there back in 1916 or '17, did you ever make any reports concerning labor activities?

A. I had nothing to do with the labor report.

Q. Did you ever make any such reports?

A. No.

Q. Even though it was not a part of your duty?

A. No.

Q. Now, continuing after 1916 and '17 up to the present time, have your duties remained the same?

A. Practically the same.

Q. With relation to the National Metal Trades Association?

A. Practically the same.

Trial Examiner McCarthy: You say up to the present time?

Mr. Ford: Up to the present time.

Q. (By Trial Examiner McCarthy.) Are you still making reports?

Q. (By Mr. Ford.) Or up to the time that you

49 stopped making reports.

A. Up to about eighteen months ago.

Q. (By Trial Examiner McCarthy.) Is it eighteen months or was it last March and April?

A. No, it is further back than that.

Q. You say it was shortly before you resigned from the C. I. O., maybe a month, you said you received notice from the Metal Trades Association?

A. No, I think it is longer than that.

Q. You had better be specific, you say one thing, and then you say another.

Mr. Ford: I think the testimony is that he resigned from the C. I. O. shortly after he learned of the LaFollette investigation.

Q. (By Trial Examiner McCarthy.) Is that right?

Q. (By Mr. Ford.) Isn't that correct?

A. Yes.

Q. And it was a considerable length of time before that, was it, when you stopped making reports?

A. Yes, sir.

Trial Examiner McCarthy: That is contrary to what he said. He said he resigned in May.

Mr. Ford: From the C. I. O.

Trial Examiner McCarthy: That is right, and it was shortly before that that he heard about this LaFollette
50 Committee.

Mr. Ford: But it was some time before that, Mr. Examiner, that he stopped making reports.

The Witness: Yes.

Q. (By Mr. Ford.) Upon the direction of the Metal Trades Association?

A. Yes.

Q. In other words, you were advised by Mr. Abbott to make no further reports?

A. Yes.

Q. And sometime later you heard about the LaFollette investigation?

A. Yes, sir.

Q. And then some time after that you resigned from the C. I. O.?

A. Yes, sir.

Trial Examiner McCarthy: That is not the way he testified on direct. As I understand it, he said when he first heard about the Senate Committee Mr. Abbott told him to stop corresponding. He was asked how long ago that was, and he said eighteen months. Then later he testified, according to my notes, that in May of 1937 he advised Salmons that he was resigning from the C. I. O., and Salmons said that he knew all about Cousland. The witness testified at the time he talked to Salmons that that was shortly
51 after he had heard about the LaFollette Committee.

Mr. Ford: I don't recall the testimony quite that way, but whatever it is, it is in the record.

Trial Examiner McCarthy: Yes.

Mr. Wham: There are apparently three different dates.

Mr. Ford: There are three different dates, whatever they might have been.

Q. (By Mr. Ford.) Now, up to the time that you quit making reports, were your duties or instructions from the Metal Trades Association any different than what they were at the time you first started to work for them?

A. No, they were just the same, they just seemed to sail along just as they were.

Q. Did your duties so far as the Metal Trades Association is concerned include reports on safety matters?

A. Yes.

Q. What else did you report on besides safety and rates and piece work jobs?

A. There was not much. Sometimes for months at a time I never reported anything.

Q. (By Trial Examiner McCarthy.) Did you report on sanitation?

A. That took in everything, yes.

Q. Safety and sanitation?

A. Yes, everything that would be for the good of
52 the place.

Q. (By Mr. Ford.) Is it true that your duties and your instructions were to report on matters about which the employees were dissatisfied or had some complaint to make?

A. Well, no, because if we talked loud enough they usually got it done themselves.

Q. Well, what was the purpose, if you know, of making the reports which you did make to the Metal Trades Association?

A. For improving working conditions. They improved working conditions considerable.

Q. Did you ever receive any extra compensation from the Link Belt Company because of the reports you made?

A. No, sir.

Q. Did you at all times receive your regular rate for the job which you held?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) Do you understand that question?

A. Well, at times—

Mr. Ford: I believe he answered that by nodding his head.

Trial Examiner McCarthy: Let the reporter know what you mean, if you mean yes.

A. Yes, sir.

Q. (By Mr. Ford.) Have you at any time made
53 direct reports to Mr. Berry concerning the question of rates, safety, sanitation or other matters?

A. No, I never had anything to do with him.

Q. Did you ever make any such reports to Mr. Stanley Staske?

A. No, sir.

Q. Did you ever discuss the matter with Mr. Stanley Staske?

A. No, I don't think there was anything between us that we should talk about.

Q. Did you at any time when you were a member of the Amalgamated Association of Iron, Steel and Tin Workers, which is associated or affiliated with the C. I. O., ever make any reports as to any activities of that organization?

A. No, sir.

Q. Did you ever at any time during your entire employment at the Link Belt Company make any reports to anybody as to membership of employees in any labor organization?

A. No, sir.

Q. Did you at any time you were a member of the American Federation of Labor make any reports to either the Metal Trades Association or to the Link Belt Company as to the activities of the American Federation of Labor?

A. No, sir.

Q. Did you make any such reports as to who were members and who were not members of the A. F. of L.?

A. No reports whatever on that matter.

54 Q. Have you ever made any such reports relating to the Independent Onion of Craftsmen?

A. No, sir.

Q. Have you ever been asked to make any such reports?

A. No, sir.

Q. Is Stanley Staske the personnel manager or the personnel employment manager of the company?

A. Yes, he is.

Q. Does he have charge or has he had charge of the first aid room when there is no nurse there?

A. When there is no nurse there, yes.

Q. And is he on duty at or near the first aid room?

A. They are both in the same hall.

Q. In the same hall?

A. Yes.

Q. Did you examine the document which Mr. Reynolds handed you and asked you to read from in Board's Exhibits 3 and 4?

A. Yes, sir.

Q. Did you see in those documents any reference as to the substance of reports which you made to the National Metal Trades Association?

A. No, all there was was the months and money.
Mr. Ford: May we go off the record a moment?
Trial Examiner McCarthy: Yes, off the record.
(Discussion off the record.)
55 Trial Examiner McCarthy: On the record.
Q. (By Mr. Ford.) Calling your attention to the footnote numbered "1", which appears on the bottom of Board's Exhibit 3, which was substituted for the original pamphlet, which is an excerpt from page 79 of that table, I ask you to read that footnote 1, aloud.
A. "The expression 'espionage' is herein used to represent expenditures for detective agency or similar service when so designated by the companies."
Q. Is that the end of the sentence?
A. Do you want me to read the whole paragraph?
Q. No, just the sentence.
A. All right.
Q. You were asked, Mr. Cousland, why it was that you did not announce to your fellow workmen that you were employed or that you were making such reports. Can you tell us any reason why it was from your point of view not advisable to make that fact known?
A. I didn't see any reason why I should tell everybody my private business.
Q. Had the fact been generally known among your fellow employees would you have been able to obtain the information which you reported as readily as though your duties were not generally known?
Trial Examiner McCarthy: Read that question.
56 (Question read.)
A. Well, since the expose talked about, the men have talked to me just the same, about two-thirds of them, so in either case I don't think it would have made much difference.
Q. (By Mr. Ford.) In other words, there was no reason other than the fact that you didn't think it was any of their business?
A. No.
Q. Is that correct?
A. Yes.
Q. I am going to ask you once more; was there any time you have reported to Mr. Berry or to the National Metal Trades Association the activities of either the American Federation of Labor, the C. I. O. or the Independent Union of Craftsmen?

A. No, sir.

Q. I am also going to ask you whether at any time you have reported either to Mr. Berry or to the National Metal Trades Association on the membership of any of those three labor organizations?

A. No.

Q. Now, Mr. Cousland, when I say "Mr. Berry" I mean Mr. Berry or anyone from the Link Belt Company.

A. No, sir.

Q. I will ask you if your answers are the same as to
57 anyone else who was connected with the Link Belt Company?

A. No, sir, I never have.

Q. Your answer is the same as it was to the question relating to Mr. Berry?

A. Yes, sir.

Q. Have you ever reported as to any other activities of any of the employees excepting insofar as it related to their rates of pay or working conditions?

A. You mean their domestic life or anything like that?

Q. That is right.

A. No, I had nothing to do with that.

Q. Or their personal habits?

A. No, sir.

Q. Or their activities outside of the plant?

A. No, sir.

Q. Or as to their affiliations with any clubs or social groups?

A. No, sir, or any of their private affairs.

Q. How long have you been a lathe operator?

A. Sir?

Q. How long have you been a lathe operator?

A. For about thirty years.

Mr. Ford: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Did you ever receive any
58 bonus of any kind from the National Metal Trades Association for your work?

A. No, sir.

Q. What is the largest amount of money that you made at any time?

A. You mean per month or per year?

Q. Per month or per year? We will say per year.

A. Per year?
Q. Yes.
A. I don't believe it ever amounted to more than $100.00.
Q. $100.00 per year?
A. Per year, yes.
Q. Now, you say you don't know of any other service that the National Metal Trades Association may have rendered to the Link Belt Company?
A. No, sir.
Q. Have you talked frequently with supervisory employees of the company?
A. Outside of the foremen, no, not very frequently.
Q. You are acquainted with Mr. Berry?
A. Yes, but Mr. Berry was a night foreman there when I started there at first.
Q. But since he has become assistant manager, you don't have much contact with him?
A. No.
59 Mr. Reynolds: That is all.
Mr. Wham: May I ask him some questions, Mr. Examiner?
Trial Examiner McCarthy: Yes.

Cross-Examination.

Q. (By Mr. Wham.) Do you belong to the Independent Union?
A. Yes, sir.
Q. You say you joined about May?
A. No, I didn't join about May, I joined later than that.
Q. Later than May?
A. Yes, sir.
Q. 1937?
A. Yes.
Q. About when did you join?
A. It must have been fully a month after that, two months, or six weeks.
Q. Are you still a member of that Union?
A. Yes, sir.
Q. You want them to represent you for collective bargaining?
A. Sir?

Q. You want it to represent you in collective bargaining?

A. Yes.

Mr. Wham: That is all.

Direct Examination.

Q. (By Mr. Reynolds.) Did anybody raise any objection to your membership in the Independent Union of Craftsmen?

60 A. I couldn't tell you.

Q. How did you join?

A. I joined in the shop.

Q. In the shop?

A. Yes, by request of Mr. Frohling.

Q. Frohling?

A. Yes, sir.

Q. Is Mr. Frohling an officer of the Independent Union of Craftsmen?

A. I think he was active in getting it together at the time.

Q. He had been a representative under the predecessor union, the old representation plan, had he not?

A. Yes.

Q. Did he ask you to join during working hours?

A. No, he came at noontime and asked me.

Q. At noontime?

A. Yes.

Q. Did you see him solicit others at the same time?

A. Well, he solicited the man who was with me at the time.

Q. He did?

A. Yes.

Q. Had you seen him before that soliciting memberships?

A. No, I couldn't say that.

61 Q. Have you attended the meetings?

A. I haven't attended any meetings yet.

Q. You haven't attended any meetings?

A. No.

Mr. Reynolds: That is all.

Mr. Ford: May I ask a couple more questions?

Trial Examiner McCarthy: Yes.

Recross Examination.

Q. (By Mr. Ford.) In order that we can get these dates straight, Mr. Cousland, and apparently there has been some confusion, will you tell us again when it was that Mr. Abbott instructed you to make no further reports to the National Metal Trades Association?

A. I am sure it must have been fully eighteen months ago.

Q. Now, can you tell us about what months it was or the year?

A. It must have been 1936, I am sure.

Q. Do you remember what time of the year it was in 1936?

A. It must have been very late, around November, I think.

Q. Along in November of 1936?

A. Yes, sir.

Q. And if you testified earlier on direct examination that Abbott gave you those instructions sometime shortly before or about the time that you heard of the LaFollette investigation, that was not correct, was it? Or I will
62 put it this way:

If you did say on direct examination that Mr. Abbott gave you those instructions at about the time you heard of the LaFollette Committee investigation, which was shortly before the time you resigned from the C. I. O., that was not correct?

A. Do you mean I got instructions shortly before I resigned from the C. I. O.?

Q. That is right.

A. No, it must have been some time previous to that.

Q. It was approximately eighteen months ago, and the best you can remember is it was in the month of November, 1936, that Mr. Abbott instructed you to make no further reports?

A. Yes, it must have been all of that.

Q. Can you tell us again when it was that you resigned from the C. I. O.?

A. It must have been around the month of May.

Q. Of 1937?

A. Yes, sir.

Q. Can you tell us again when you joined the C. I. O.?

A. It must have been around New Year's.

Q. (By Trial Examiner McCarthy.) What year?

A. 1936.
Q. (By Mr. Ford.) Or 1937?
A. 1936 or 1937.
63 Q. (By Mr. Ford.) How long were you in the C. I. O. before you resigned?
A. I must have been in the C. I. O. about two or three months.
Q. So if you resigned in May of 1937 you joined the preceding January or thereabouts?
A. Yes.
Q. When was it that you learned about the LaFollette investigation?
A. It must have been before that.
Q. How did you learn of that?
A. I couldn't exactly tell you that.
Q. Well, it was in the newspaper, was it not?
A. Yes, it was.
Q. Did you ever see anything about it in a newspaper?
A. Yes, it was in the papers, and the men were talking about it.
Q. Now, did you know of the LaFollette Investigation generally before you knew that your name was being mentioned in that report?
A. Yes.
Q. And you learned about the fact that you were involved in that investigation sometime after you knew the investigation was going on?
A. I didn't know that until I talked to Mr. Salmons
64 and he said something of that kind.
Q. (By Trial Examiner McCarthy.) That was in May?
Q. (By Mr. Ford.) So that you did know that your name was mentioned in the LaFollette investigation?
A. Yes, the only thing I could do was to think that over and see what he meant.
Q. And then you didn't join the Independent Union of Craftsmen until when?
A. It must have been about six weeks after that.
Q. About six weeks after you resigned from the C. I. O.?
A. Yes.
Q. Which would bring you up to sometime in June, 1937?
A. Yes, sir.
Mr. Ford: I have no further questions.
Mr. Reynolds: Nothing further.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Mr. Cousland, what was there in your reports that would cause Mr. Abbott to tell you to stop sending them in?

A. Well, I thought I got fired off the job.

Q. You thought you would get fired off the job?

A. No, I thought I had been told to stop because I was fired.

Q. That is not an answer. I mean, that is not responsive. What was there in those reports that caused Mr.
65 Abbott to ask you to stop sending them in to him?

A. I had not been sending in very many reports at that time. Nothing were in the reports.

Q. What was in them?

A. Just told him I had nothing to report.

Q. It was more than that, wasn't it?

A. No.

Q. You mean everything you sent in to Mr. Abbott was that you had nothing to report?

A. I wouldn't say that, that there was nothing to report, in every one.

Q. What was in them?

A. Once in a while I would send in my monthly statement.

Q. You sent in a statement at the end of each month?

A. I had to say something.

Q. You did send in a statement at the end of each month?

A. Yes, sir.

Q. What did you say in those reports?

A. Most of the time there was nothing to report.

Q. When you had something to report, what did you say?

A. That depended on what I had to report, piece work or something along that line, or some new method.

Q. Take an illustration, give us an illustration on how you would report on some new method.

A. A new tooling system. You know, the past year
66 there has been so many new tools coming out.

Q. Where was this lathe located that you operated?

A. Well, I can't just give you a description.

Q. I mean, in what department?

A. I am in Department D.W.H.

Q. D.W.H. is what department?

A. That is the boring mill.
Q. What is that?
A. Boring mill department.
Q. Can you give us an illustration of how new methods in the boring mill department were affected by your reports? What I am trying to find out is what you said in your reports that you learned in the boring mill department which would relate to new methods. Do you follow me?
A. Yes.
Q. Can you tell us?
A. Yes, we would recommend that some of the jobs be sent to a different kind of a mill, or sent to the lathe department.
Q. You were in the lathe department?
A. Yes.
Q. If you were in the lathe department how would you know before that the work had better be sent to your department?
A. Oh, I could see what was going on.
67 Mr. Ford: Perhaps it would help if the witness will take any report he ever made and tell us just what he said in that report. Just take any typical report and tell us exactly what you wrote down as near as you can remember in that report.
Mr. Reynolds: May I interrupt? It would be even better if he can produce any of those reports for the record.
Trial Examiner McCarthy: Have you any of those reports?
The Witness: No, I could make out a copy in a day or so if you wish that.
Q. (By Trial Examiner McCarthy.) But you haven't any copies available for an illustration?
A. No.
Q. Tell us just what you said, a typical illustration.
A. Well, a job is coming along—
Q. Where would the job come from?
A. From the foundry, probably.
Q. How would you know it was coming from the foundry?
A. I could see the work lying around the shop.
Q. You could see it in the foundry?
A. No, in the machine shop.
Q. All right, go ahead.
A. Sometimes these pieces of work were too heavy for

the machines where they were, but they could be sent to a heavier machine or sent to a different department.

68 Q. (By Mr. Ford.) Mr. Cousland, just take one particular report you would make and give us an illustration, just one.

Trial Examiner McCarthy: Just a minute, let me clear that up.

Mr. Ford: I am sorry.

The Witness: I am not so good about picking out anything.

Q. (By Trial Examiner McCarthy.) You have been in the business for twenty years?

A. Yes, sir.

Q. So this is kind of second nature to you, isn't it?

A. We have to give things some thought.

Q. You take an illustration. You say the work comes from the foundry. Then what happens?

A. Very often it is sent to an unsuitable machine.

Q. In another department?

A. No, in that department.

Q. In the foundry department?

A. No, in the lathe—the boring mill department.

Q. In the lathe department or the boring mill department. And then when it gets in your department, then what?

A. Very often I could recommend it to another place where it could be produced cheaper.

Q. Be produced cheaper?

A. Yes, sir.

69 Q. You would tell Mr. Abbott that, is that right?

A. Yes, sir, that is what I would put in my letter.

Q. Then you only reported on the lathe department, that's correct?

A. I reported on the machine work, that is, the work done by the machines.

Q. How many departments have machines in them?

A. Three departments.

Q. How would you know what was going on in the other two departments?

A. I could take a walk around, I was allowed to do that.

Q. You were allowed to take a walk around?

A. There is nothing conspicuous in anyone taking a walk alround that section.

Q. Now, if what you say is correct, Mr. Cousland, what was there in your report that you would make to Mr. Abbott which would warrant him in telling you to stop it as

soon as you heard of the LaFollette Committee investigation?

A. I don't know on that part, I think they—I thought they just got tired of me and told me to quit.

Trial Examiner McCarthy: Is that all?

Q. (By Mr. Reynolds.) Who allowed you to walk around the plant and look at the other departments?

A. I always had that privilege, that is one of the things I had to do.

70 Q. Did the management know what purpose you had in doing that?

A. Yes, sir.

Q. They knew that you were working for the National Metal Trades Association, didn't they?

A. Yes, evidently.

Q. But you never discussed it with the management at any time?

A. No.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

The Witness: Thank you.

(Witness excused.)

Mr. Reynolds: Mr. Salmons.

LOUIS SALMONS, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Trial Examiner McCarthy.) What is your name?

A. Louis Salmons.

Q. (By Mr. Reynolds.) What is your address?

A. 6433 Yale Avenue.

Q. (By Trial Examiner McCarthy.) Chicago, Illinois?

A. Chicago.

71 Q. (By Mr. Reynolds.) What is your occupation, Mr. Salmons?

A. Electrician.

Q. Where are you employed?

A. Link Belt Company, 39th Street.

Q. How long have you worked for the Link Belt Company?

A. Fourteen years.

Q. Mr. Salmons, you heard the testimony of the preceding witness, Mr. Cousland, did you not?

A. I have.

Q. Do you recall the occasion when Mr. Cousland came up to you, if he did, and asked you about resigning?

A. I do.

Q. Now, will you state what happened at that time, what was said between you and Mr. Cousland.

A. Well, when I got a report from our organizing committee that he was—

Trial Examiner McCarthy: Just a minute. Have you identified him as the president?

Mr. Reynolds: No.

Trial Examiner McCarthy: He says from his organizing committee, what committee is that?

The Witness: S. W. O. C., Steel Workers Organizing Committee.

Q. (By Mr. Reynolds.) Are you an officer in your Local Lodge out there?

72 A. President.

Q. You are president of Number 1604?

A. Yes, 1604.

Q. Of the Amalgamated Association of Iron, Steel and Tin Workers?

A. Yes, sir.

Q. You were saying you had some advance information about Mr. Cousland before he came up to you?

A. I had a report on him sometime in March, 1937.

Q. Who did you receive the report from?

A. From Mike Martin.

Q. Who is he?

A. He is an S. W. O. C. organizer.

Q. What sort of a report did Mr. Martin give you?

A. He gave me a report that this fellow was paid by the detective association.

Q. (By Trial Examiner McCarthy.) What fellow?

A. This Cousland.

Q. Cousland?

A. Yes. That he was paid by the detective association and that he had drawn $200.00 from January up to the date of that investigation.

Q. (By Mr. Reynolds.) Did you inquire or make any investigation after you received that information?

73 A. Well, I checked up to see who this fellow was. I didn't know just at that time, I didn't know him by name, and I checked up to find out that I had the right

party, and in a day or so he came up to me and says, "I have got a surprise for you, I am going to withdraw from your Union."

I says, "I would if I were you, I know all about you, how much you are getting paid".

Mr. Ford: Will you speak a little louder, I can't hear you.

Trial Examiner McCarthy: Keep your voice up, please.

The Witness: I say, he came up to me in two or three days after I got this report.

Q. (By Mr. Reynolds.) What month was this?

A. That was in March.

Q. 1937?

A. 1937. He says, "I have got a surprise for you, I am going to withdraw from your Union."

I says, "I would, if I were you, I know all about it, I know how much you are getting paid."

He turned around and walked away without any reply.

Q. Did you notice anything peculiar in his actions at that time?

A. Yes, he was very much surprised that I knew about him.

Mr. Ford: I move that be stricken as not responsive.

Q. (By Mr. Reynolds.) Describe his appearance.

A. Well, when I told him that I knew all about it,
74 he just turned around and beat it back to the elevator and gone, and no answer whatever did he give me.

Q. And at that time had you disclosed the information that you had received to any of the other members?

A. There were two parties of our own Local Union I had to assist me in checking up to find the right party, and the following meeting it was reported in the meeting. That was just a few days after. I don't just remember what date that meeting was.

Q. And the matter was reported in a full meeting of the Lodge?

A. In a full meeting, it was a mass meeting.

Q. (By Trial Examiner McCarthy.) What matter is that that you are referring to?

A. The report on checking up on his name to see if we had the right party. It was not rumored around the plant at all. There was nobody knew anything about it only the three of us that I had to find out that we had the right man before we announced him.

Q. (By Mr. Reynolds.) Before you?

A. Because we didn't want to announce the wrong man.

Trial Examiner McCarthy: Keep your voice up.

A. We didn't want to be mistaken and get some other fellow and not have the right man, so we made an investigation, the three of us, to be sure that we had the right
75 man before we put out the information.

Q. (By Mr. Reynolds.) How did you make the investigation?

A. By checking around to find out who this man was. We had his name from the organizing committee. I didn't know him by name. I knew him when I see him. A lot of other fellows did. It happened that was the man. We had the proof in this investigation. They didn't really know him, so we had to find out through other parties. This is what we were trying to find out, that this was the man we were looking for before it was published.

Q. Had you seen Mr. Cousland attending your meetings prior to that time?

A. He attended the first three meetings we had.

Q. The first three meetings of the Union?

A. Yes.

Q. (By Trial Examiner McCarthy.) When was that?

A. I can't recall just the date but they were shortly after January.

Q. 1937?

A. 1937.

Q. (By Mr. Reynolds.) Did all three meetings occur in the month of January?

A. No, no, there was probably two meetings in January and maybe probably one in February.

Q. Did you know that he had signed an application
76 for membership, that Mr. Cousland had signed an application for membership?

A. Yes, I knew that.

Q. You knew that he was in good standing in your organization?

A. He was at the time.

Trial Examiner McCarthy: Keep your voice up.

Q. (By Mr. Reynolds.) Do you remember if he participated in any meeting?

A. No, not a great deal. He was elected as a committeeman at one time, I learned.

Q. (By Trial Examiner McCarthy.) What is that, what committeeman?

A. A committeeman was elected for the purpose of organizing, building up the union.

Q. (By Mr. Reynolds.) Did he serve on that committee in any way?

A. He did not.

Q. Now, why didn't he?

A. He never attended any more meetings after he was elected as committeeman.

Q. It was shortly after that that you told him what you have just testified to?

A. Yes.

Mr. Ford: Would you permit the witness to testify,
77 please? Instead of leading him to that extent.

Q. (By Mr. Reyonlds.) Are you pretty well familiar with the labor relations history of the Link Belt Company since you came there fourteen years ago?

A. Well, yes.

Q. When you first came there fourteen years ago, was there any labor organization in the plant?

A. No.

Q. How long before there was any such?

A. Well, there was no organization there until about in September when we started our organization in 1936.

Q. Wasn't there an organization known as a representation plan?

A. Yes, they called it the Employees Board. Some did, some called it a company union.

Q. When was it organized?

A. Shortly before or right after the N. R. A. came out.

Q. In 1933?

A. Along in there, I don't just remember the time.

Q. How was that Employees Board organized?

A. Well, we went to work on Monday morning and we found a notice on the bulletin board saying that they were going to organize—I wouldn't say whether it was called a company union or the Employees Board—and there would be representatives elected from different divisions. I
78 think it was divided into seven divisions; and the following Tuesday they would have a primary election and the three highest men, the three men that had the highest count in each division would be voted on in a primary on the following Thursday.

Q. Was that primary held?

A. It was.

Q. And did you participate in it?

A. I was elected as representative from Division 7.

Trial Examiner McCarthy: Keep your voice up, please.

A. I was elected as a representative from Division 7.

Q. (By Mr. Reynolds.) Who signed the notice that appeared on the bulletin board about the election?

A. I couldn't really say now for sure, but I think it was Mr. Kauffmann or Mr. Berry.

Mr. Ford: Mr. Examiner, in the interest of saving time and saving in the record, the Respondent is ready to stipulate that the employees representation plan was put into effect, started in the conventional manner, and it was, as the saying goes, thrown overboard approximately at the same time when everybody else threw theirs out of the window when they found it was no good under the Wagner Act. I believe it was disbanded and dissolved in the fore part or the middle of May, 1937.

Mr. Reynolds: I am very willing—

Mr. Ford: We will stipulate any facts that you wish,
79 Mr. Reynolds, on that. I am sure there is no controversy about the facts.

Mr. Reynolds: No, I think that is correct.

However, for the purpose of showing the background of the present organization I think that I should go in somewhat more detail than has been gone into.

Trial Examiner McCarthy: Yes, give us a complete history of the labor relations.

Q. (By Mr. Reynolds.) Now, following the time that you were elected to this organization, did you take an active part in its affairs?

A. I did.

Q. Now, will you describe how the organization functioned, with reference to meetings and the subjects considered?

A. Well, there were seven members elected, and they elected a committee. I don't just remember who was on the committee to draw up the by-laws, but they drew up the by-laws.

Mr. Reynolds: Mark that as Board's Exhibit.

(Thereupon the document above referred to was marked "Board's Exhibit No. 5", for identification.)

Q. (By Mr. Reynolds.) Now, were these by-laws later drawn up and adopted by the organization?

A. They were.

80 Q. I show you Board's Exhibit 5 for identification and ask you if that is a copy?

(Handing document to the witness.)

A. That is it, yes, sir.

Mr. Reynolds: Yes.

Trial Examiner McCarthy: Will you describe that exhibit?

Mr. Reynolds: Board's Exhibit 5 is labeled "Employee Representation in Pershing Road Operations of Link Belt Company, Chicago", and the title page shows "Constitution and By-Laws of the Link Belt Employees Board, Pershing Road Plant, Chicago."

Trial Examiner McCarthy: It that the 39th Street plant?

Mr. Reynolds: Yes, sir.

Mr. Ford: For the purpose of the record, Mr. Examiner, the 39th Street plant is the Pershing Road plant, the name has been changed.

Q. (By Mr. Reynolds.) Now, how often were meetings hold, Mr. Salmons?

A. The last Tuesday of each month.

Q. You had monthly meetings?

A. Yes.

Q. Now, were representatives of your divisions—by the way, what division did you represent?

81 A. I represented Division No. 7.

Q. The minutes indicate it was Division 4.

A. Well, it probably was 4, I have been out of it quite a while now.

Q. Now, as such representative, what were your duties?

A. Well, my duties was to represent the men and to take up conditions, working conditions, and so on.

Q. What did you do along those lines?

A. Well, at the first meeting I wanted them to have a meeting to let everybody attend the meeting.

Q. What do you mean by everybody?

A. The whole rank and file of the employees of the Link Belt Company, let everybody have a voice instead of leaving it up to the representatives to use their own judgment on all matters.

Q. And what done about that suggestion?

A. Well, it was turned down unanimously by all the other six representatives.

Q. In these meetings, how many representatives of the management were present?

A. Well, there were four, three shop men, and the fourth an office man, that is, including the four men. Only three actual shop men.

Q. And who were the four company representatives?

A. Well, Wendell was one.

82 Q. What was his position?

A. I think he had something to do in the engi-

neering and sales management division, I don't know his exact title, I don't know just his exact title.

Q. That was Mr. E. A. Wendell?

A. I think that is the man, that is on the minutes.

Q. And who was another company representative?

A. Heacock.

Q. H-e-a-c-o-c-k?

A. I don't know, it is on there somewhere, on the minutes.

Q. What was his position?

A. Electrical engineer.

Q. Is that a supervisory position?

A. Well, he is chief engineer of the electrical engineers.

Q. Who was another?

A. Marshall Fox.

Q. What was his position?

A. He is foreman of the stock room.

Q. Who was the fourth one?

A. Bill Peters.

Q. Bill Peters?

A. Peters.

Q. What is his job?

A. He is foreman in the foundry, the south end of the foundry; at that time he was.

83 Q. Now, did any other management representative customarily sit with you?

A. Mr. Berry.

Q. You refer to the assistant—

A. General manager.

Q. Assistant general manager?

A. Yes, sir.

Q. Did he customarily meet with you?

A. Yes, sir.

Trial Examiner McCarthy: Keep your voice up, please.

A. Yes, he met with us every meeting. Sometimes Mr. Kauffmann at other times would meet with us. He was president of the company, and I think one time, maybe two, Mr. Burnell was there, at least one time, sales manager, and then he moved up to general manager of the plant, as I understand.

Q. (By Mr. Reynolds.) Who were the other two representatives, shop representatives besides yourself?

A. Ray Frohling.

Trial Examiner McCarthy: Spell it, please.

Mr. Reynolds: F-r-o-h-l-i-n-g.

Q. (By Mr. Reynolds.) Who was the other man?

A. Well, myself, Louis Salmons, and I don't know the other fellow's name, I think it is Johnson.

Q. Johnston?

A. Johnson. We always called him "Baldy". We
84 go by nicknames so much I don't know his name, but his name is on there.

Q. Were minutes kept of those meetings?

A. Minutes were kept.

Mr. Reynolds: Mark this Board's Exhibit 6.

(Thereupon the document above referred to was marked "Board's Exhibit No. 66", for identification.)

Q. (By Mr. Reynolds.) I show you this collection of five papers marked Board's Exhibit 6 for identification. and ask you what they are.

A. They are minutes of the meetings.

Q. And were those minutes, were copies of those given to each representative?

A. To each representative.

Mr. Wham: What is the date of that?

Mr. Reynolds: The first one is dated February 28th, 1935; the next one March 31, 1936; the third one April 28th, 1936; the fourth one May 26th, 1936; and the fifth one June 30th, 1936.

Q. (By Mr. Reynolds.) Now, what matters were as a rule taken up at these monthly meetings which you held?

A. The matters which were taken up were more conditions in the plant, like broken windows, toilets and things like that. Once in a while the wage scale would
come up, increase in wages. Mr. Berry would tell the
85 condition of the company, it was losing money; always would have a report to make on the condition, on different jobs they had taken in, they had taken them at a low scale to give the men work, and they were losing money practically all the time. That was his report.

Q. Did changes in working conditions come up for discussion at those meetings?

A. Very much. I brought up conditions about working hours quite often, about men working twelve or fourteen hours a day, day in and day out. Mr. Berry would agree with me, it was the wrong thing to do, but nothing really —he never really done anything about it.

Our foundry—this condition was mostly in the foundry where I think there are fifty some men out there now with silicosis.

Mr. Ford: I object to that as being absolutely irrelevant and immaterial.

Trial Examiner McCarthy: He was discussing working conditions.

Mr. Ford: He is talking about something which exists out there now, which has nothing to do with the matter now on hearing. We are not trying silicosis cases here, or laying any foundation for them.

Trial Examiner McCarthy: Objection overruled.

Mr. Wham: May I say—

86 Mr. Ford: Besides, it is purely his conclusion that there are fifty silicosis cases in the foundry. I move that his answer be stricken as a conclusion which may be prejudicial to this Respondent.

Trial Examiner McCarthy: Objection overruled.

Mr. Wham: May I inquire what date he is talking about? Is he talking about the present time?

The Witness: I am talking about the time I was working in the plant before I was discharged.

Q. (By Mr. Wham.) You are not talking about the N. R. A. union now, you are talking about 1937?

A. No, I am speaking of the conditions that were going on there when I started to organize the Union, that is, the C. I. O.

Q. That was in the fall of 1937?

A. That was in 1936.

Q. In the fall of 1936?

A. Yes.

Q. (By Mr. Reynolds.) And also conditions that were existing at the time that you were representative on the Employees Board, is that right?

A. That is right.

Q. (By Trial Examiner McCarthy.) Is your testimony particularly directed to the time that you were the employees representative on the Employees Board?

87 A. That is right.

Q. That is my understanding.

A. And we brought these working conditions up time after time, about the long hours of work, and Mr. Berry had agreed after a man worked eight hours a day he was not efficient for any longer hours of work, but still that condition still went on.

Q. (By Mr. Reynolds.) Now, how was a final decision made in any matter which came up before the Employees Board?

A. There was very few decisions came up that was voted on, very few. Mostly they would just set around the table and talk about them, but the meetings were not conducted along parliamentary procedure at all.

Q. When a vote was taken the three management representatives voted alongside the four shop representatives, did they?

A. Oh, yes, outside of Mr. Berry, Mr. Berry did not vote.

Q. How did those votes usually go?

A. Well, it is according to what comes up. It was not very often—I don't remember of only very few times where there was ever any actual voting by the board members.

Q. And when votes were taken would they be on issues of considerable importance, working conditions or wages?

A. Well, yes, they would, but we were sitting around and we were talking about different things, and there would not be motions made and seconded and votes.

88 Q. Now, you have already spoken about your efforts in labor organizing. What was the first step you took along that line?

A. In organizing the C. I. O.?

Q. Yes.

A. Well, I went down to see Van A. Bittner, the organizing director of the C. I. O.

Q. When?

A. I went down, I think, along maybe the first of September.

Q. Of what year?

A. 1936. I asked him—I told him the working conditions we had out there to contend with and asked him if he would organize our plant.

He says yes. He says, "We will organize your plant with your assistance."

I asked him—I says, "Now, no doubt some of will get fired. Will you stand behind us if we do?"

He says, "I will guarantee to stand behind you 100 per cent."

And I asked him to send fifty applications to my house, which he did.

Q. Thereafter what did you do?

A. Well, in about—oh, I guess along maybe probably the middle of September of 1936 I got some of the fellows

together and talked to them. I had seven, I think, to
89 assist in this organizing. I give each one a certain amount of applications, and we were going to do it as quietly as possible.

So we started out and we were passing out applications to the fellows that we thought were more reliable, that we could trust more, and worked that way.

And then we had a meeting on a Sunday, I think around the 20th of September of 1936.

Q. Where was this meeting?

A. That was on the corner of 51st Street and Wentworth Avenue. I had this meeting with the boys there. I told them—I says, "Now, no doubt I will be fired, and when I get fired, I will be on the outside, I will have to work on the outside. Then it will be up to you fellows to keep this thing going on the inside."

They said they would.

Q. Was that all there was to the meeting Sunday?

A. That is all, that was practically the meeting.

Q. How much longer did you work for the company?

A. I was fired the following Monday.

Q. (By Trial Examiner McCarthy.) The following what?

A. The following Monday.

Q. Monday?

A. Yes, sir. This meeting was Sunday and I was fired the following Monday.

90 Q. (By Mr. Reynolds.) Describe the events on Monday, the day you were fired.

A. Some time in the afternoon, I think around probably three or four o'clock, Joe Forss, my boss, the superintendent of the tool room, came to me and he says, "Mr. Berry wants to see you down in his office."

I says, "All right."

I went into Mr. Berry's office.

Mr. Berry sat in there, and Mr. Conroy.

Q. Who is Mr. Conroy?

A. He works in the planning room, he has some foreman's job there, some title, I don't know just what it is.

And I walked in and Mr. Berry says, "I understand you are spreading union propaganda around here."

I says, "Well, there is talk of it."

He says, "I don't want to argue with you, I will give you half an hour to get out of the plant."

So I left and went back to the tool room and I met Joe Forss. He says, "What was it?"

I says, "I am discharged."

He says, "I thought so."

I went on in the washroom and washed up. Joe Forss came in there and he said, "I didn't know this was going on." He says, "I didn't believe it."

I says, "It is all right, we have 370 men signed up."

91 At that time we really had eleven men signed up.

Q. Then did you have any further conversation with Mr. Forss?

A. No.

Q. What did you do?

A. I left the plant, washed up and left the plant.

Q. What did you do after you left the plant?

A. I went to Mr. Bittner's office.

Q. (By Trial Examiner McCarthy.) Who is he?

A. Mr. Bittner, Van A. Bittner.

Q. Who is he?

A. He is the organizing director of the C. I. O.

Q. (By Mr. Reynolds.) The regional director of the Steel Workers Organizing Committee?

A. Yes, sir. I went to Mr. Bittner's office and Mr. Bittner was out of town for ten days.

So I met Mr. Fontecchio, his assistant. I stated my case to him, and he sent me to the National Labor Relations Board. There I met Mr. Disser, and signed a complaint of discharge.

Q. (By Trial Examiner McCarthy.) You mean you went to the Regional office?

A. Yes.

Q. Did that all happen that same day?

A. No, I was discharged on Monday. I think it was

92 the following day when I went to Mr. Bittner's office.

Q. When did you go to the Regional office of the Labor Board?

A. The same day.

Q. The same day?

A. Yes.

Q. (By Mr. Reynolds.) What did you do following the filing of a charge?

A. Well, I went on back and began working on the outside, trying to build the union up, that is all I could do.

Q. Did you later return to work for the Link Belt Company?

A. I returned back to work for the Link Belt Company on 21st day of December.

Q. How did you happen to go back there?

A. Mr. Disser asked me to go back.

Q. What did he tell you?

A. He told me I should go up and ask Mr. Berry for my job, and I would be put back to work on my old job, and I would get the increased pay and vacation rights and so forth, as if I had been away on a vacation.

Q. What was your old job?

A. I was maintenance man, maintenance electrical man.

Q. What duties does that job involve?

A. Well, taking care of all electrical motor work throughout the plant, keeping it in condition, repairing
93 breakdowns throughout the plant.

Q. Did that require going throughout the plant?

A. All over the plant, every motor; and my duty every morning was to inspect every motor running throughout the plant. That was my job, that was the first thing I did. If I seen any motor that had to be taken care of it was up to me to take care of that motor, or any calls I might get during the day.

Q. Did you go back to see Mr. Berry?

A. I did.

Q. What day was that and what occurred?

A. It was on the 21st day of December, 1936. I went into Mr. Berry's office and I said, "Mr. Berry, I have come back to get my job back."

He says, "Wait until I get a witness."

He called in Mr. Conroy and he says, "Now, what do you want?"

I says, "I want my job back."

Mr. Berry says, "Well, we will give you your job back, we will give you an increase in wages, we will give you a vacation and put you upstairs."

And he says, "There will be no more running around the plant."

I went upstairs and went to work on the bench there and I have been working there ever since.

94 Q. Now, was there any discussion about the Union activities at the time you came back?

A. Yes, he says, "There will be no more organizing."

I says, "No, there will be no organizing in the plant, but there will be lots on the outside."

Q. Then you went back to work?

A. I went back to work.

Q. What was your job at the time you went back to work?

A. My job was electrical work, repair work, up in the

tool room. I was put up in the tool room and I worked in there.

Q. You worked in the tool room?

A. I worked in the tool room on the electrical work, repairing motors, anything which happened around there.

Q. Thereafter you did not go about the plant as you had previously?

A. No.

Q. Now, was there any discussion about back wages at the time you went back?

A. Well, when I signed a release at the Labor Board I signed a release that they could reopen the case at any time, that the case could be reopened. I would not go back without that.

Q. And did the Link Belt Company ask you to sign anything when you went back to work?

A. No.

95 Q. Now, during the time that you were absent, the three months from September to December, was there any person hired to take your job?

A. There was, there was another man hired, yes, sir.

Q. How many men do that kind of work there?

A. Those men are there—there are about five electricians, that is, considering the helpers and so on. There are now four electricians, probably, and I would guess two helpers. Of course, one man was transferred into another job, but he is really not an electrician, but he is taking the place of one by himself.

Q. Now, prior to the time of your discharge how many hours a week had you been working?

A. Well, I would generally work around forty-eight hours a week and on Sundays occasionally.

Q. During the time that you were off do you have any knowledge as to how much work was performed by the electrical department?

A. The electrical department worked seven days a week during the time I was off. Maybe they were off one Sunday out of the entire time, but I don't think any more.

Q. Following your return in December, how long did that group work?

A. Well, they worked seven days a week until the week before Easter.

96 Q. (By Trial Examiner McCarthy.) Easter, 1937?

Mr. Reynolds: 1937.

The Witness: Yes. I have a Social Security card with

the figures showing that they worked 572.2 hours more than I have since I was put back to work.

Q. (By Mr. Reynolds.) You mean the whole group?

A. I have one party.

Q. One individual?

A. Yes, but they were all working practically about the same time.

Q. How many hours a week did you work after you went back?

A. Forty hours a week.

Q. Your job was a different job?

A. It was—

Mr. Ford: Just a minute, the complaint alleges the job is the same when he returned as when he was taken off.

Mr. Reynolds: Yes, I intend to amend that.

Mr. Ford: I think that is immaterial, irrelevant and contradictory, impeaching his own complaint and sworn charges.

Mr. Reynolds: I have a right to amend the complaint.

Mr. Ford: You have a right to do so, but I would like to know what kind of a case we are trying. That was absolutely the purpose of my motion at the outset of the hearing. You start in by trying one case and end up by
97 trying another one.

Trial Examiner McCarthy: We will recess until one-thirty.

(Whereupon, a recess was taken until 1:30 o'clock p. m.)

98 After Recess.

(Whereupon, the hearing was resumed, pursuant to recess, at 1:30 o'clock p. m.)

Trial Examiner McCarthy: You may proceed.

LOUIS SALMONS, resumed the stand as a witness on behalf of the National Labor Relations Board, and being previously duly sworn, was examined and testified as follows:

Direct Examination (Continued).

Q. (By Mr. Reynolds.) Now, Mr. Salmons, after you returned to work in December, 1936, you say you worked there forty hours a week thereafter?

A. The first Sunday, or the first Saturday, I was ordered to work Saturday and Sunday, and along about sometime in the afternoon my boss told me that I would not work Sunday.

Q. Who was your boss?

A. Paul Anderson.

I says, "Why?" He says, "You will probably work forty hours a week from now on."

Q. And at that time was there any further discussion about the forty hour week?

A. No, I was never asked to work any overtime after that.

Q. Now, you have already stated that the other electricians worked seven days a week thereafter until about Easter time, is that right?

99 A. That is right. There may be one week they might have taken a day off, but not to my knowledge.

Q. Now, you stated that a man named Bjork was one of those who was in that group of electricians?

A. That is right.

Q. Did he do the same work that you had formerly done before you were discharged?

A. Well, he was working at construction work before I was discharged.

Q. After you were discharged, what kind of work did he do?

A. Well, he still worked at construction work for a while, and then went on maintenance work, the job that I used to have.

Q. And after you came back you continued to do the same work you had previously done?

A. No, after I came back, they were working on the job that I had, Fred Johnson and Bjork.

Q. The two of them were on the job?

A. The two of them were taking care of the job that I had.

Mr. Reynolds: Mark this Board's Exhibits, the next numbers.

(Thereupon the documents above referred to were marked "Board's Exhiibts Nos. 7 and 8", for identification.)

Q. (By Mr. Reynolds.) I show you this cardboard
100 slip, marked Board's Exhibit 7 for identification, and ask you what that is.

A. This is A Social Security card which gives the hours and salary and money paid to the Social Security.

Trial Examiner McCarthy: For whom?

Q. (By Mr. Reynolds.) For whom?

A. For Waldemar Bjork.

Q. For what period of time?

A. This is the first three months in January.

Q. In what?

A. In 1937.

Q. You mean the first three months in the year?

Mr. Ford: I will object to this line of testimony unless it is established that Mr. Waldemar Bjork in some way is interested in this case or has some connection with it. The testimony of this witness so far certainly does not connect him with the proceeding. Certainly it does not connect up with Waldemar Bjork or tie it in with anything that has to do with this hearing. I have no doubt that there are perhaps hundreds of men in the plant who have Social Security cards which will show they have worked more hours and earned more money than this particular fellow that is sitting here.

Mr. Reynolds: It happens to be material with reference to this man.

101 Mr. Ford: Then it should be shown to be material before we go into it.

Trial Examiner McCarthy: Objection overruled. You may proceed.

(By Mr. Reynolds.) What period of time does that card cover?

A. The first three months of January.

Q. Of 1937, you mean?

A. Of 1937.

Q. January 4 to April 4, 1937, is that right?

A. That is right.

Q. How many hours does that show that Mr. Bjork worked during that period?

A. 779.6.

Q. The last figure is a decimal, is that right?

A. That is right.

Q. A fraction of an hour.

A. Yes, sir.

Q. Now, I show you Board's Exhibit 8 for identification and ask you what that is.

A. That is my card for the same period of time.

Q. (By Trial Examiner McCarthy.) Social Security card?

A. Social Security card, where I have worked 552.1 hours.

Mr. Reynolds: I will offer Board's Exhibit 7 and Board's Exhibit 8 in evidence.

102 Mr. Ford: I object to them on the ground that they are utterly immaterial and irrelevant.

Trial Examiner McCarthy: Overruled. They will be received.

Mr. Ford: Mr. Examiner, here is what that puts us to. It puts us to the burden of overcoming the comparison between two cards, of proving how many hours other men worked in this plant.

Now, this Respondent is willing to do that, but we will be here until next summer doing that.

Trial Examiner McCarthy: If it is material, you may do so.

Mr. Ford: We will do so, but we will be here all summer then.

Trial Examiner McCarthy: All right, they will be admitted.

(The documents heretofore marked "BOARD'S EXHIBITS NOS. 7 AND 8", for identification, were received in evidence.)

Q. (By Mr. Reynolds.) Now, after Easter of 1937, how did your hours compare with the others in the group of electrical maintenance men?

A. Well, they were pretty well along the same line.

Q. Do you know why the situation happened to change at that time?

103 A. Well, we figured it was because of the law of the state, because a man has to have twenty-fours' rest.

Mr. Ford: I object to what he figures as being his conclusion.

Q. (By Trial Examiner McCarthy.) Do you know the reason why it was changed?

A. I think on account of the state law, yes.

Mr. Ford: I move that his answer be stricken.

Trial Examiner McCarthy: Overruled. It is his conclusion.

Q. (By Trial Examiner McCarthy.) Is that the only reason that you know of?

A. That is the only reason that I know of. I don't know that is the reason it was stopped, but I know that is the law of the state, or I understand it is the law of the state.

Trial Examiner McCarthy: Proceed.

Q. (By Mr. Reynolds.) During the three months pe-

riod that you were off, between September and December, 1936, how much money did you make?

A. $120.00, probably, and some few cents.

Q. (By Mr. Ford.) Between what dates?

Q. (By Trial Examiner McCarthy.) On other employment?

Q. (By Mr. Reynolds.) On other employment. What other employment did you have during that time?

A. The only employment I had was with the C. I. O.

104 Q. Do you have anything to show for the—

A. I have the checks.

Mr. Reynolds: Mark this Board's Exhibit 9.

(Thereupon the document above referred to was marked "Board's Exhibit No. 9", for identification.)

Q. (By Mr. Reynolds.) I hand you this collection of eight vouchers marked Board's Exhibit 9 for identification and ask you what they are.

A. They are vouchers and checks which I received from the C. I. O. for time while I was running around helping assist in organizing the Union.

Q. For what period are those checks?

A. Those are from—they start in—these checks don't tell just the date that they started.

Trial Examiner McCarthy: What is the purpose of these exhibits?

Mr. Reynolds: To check the earnings.

The Witness: The earnings that I made—

Trial Examiner McCarthy: They will speak for themselves.

Mr. Reynolds: Very well.

Mr. Ford: I can only say that they are immaterial, they do not prove anything.

Mr. Reynolds: They are definitely not immaterial.

105 Mr. Ford: They do not prove anything.

Mr. Reynolds: They prove how much he made during that period, and that is certainly material.

Mr. Ford: They prove something perhaps that he made, but they do not prove it all, and by themselves they are meaningless.

Mr. Reynolds: I will offer this collective exhibit as Board's Exhibit 9.

Trial Examiner McCarthy: It will be received.

Mr. Reynolds: Consisting of eight vouchers.

(The documents heretofore marked "BOARD'S EX-

HIBIT NO. 9", for identification, were received in evidence.)

Q. (By Mr. Reynolds.) During the time that you were not working for the Link Belt Company,—

Mr. Ford: In addition to that, may I suggest it is the Board's practice which has been followed in every case, that it is no part of this proceeding, and ultimately whether this man should be paid back for the time that he claims he lost, that is a matter that is determined subsequent to this time by proper proceedings limited to that purpose.

Mr. Reynolds: Maybe you have access to some later regulations that I know nothing about.

Mr. Ford: I am stating what I understand to be the practice and the law.

106 Mr. Reynolds: The ruling has been made.

Trial Examiner McCarthy: They have been received, yes.

Q. (By Mr. Reynolds.) Mr. Salmons, did you have any other earnings during the period between September 21, 1936 and December 21, 1936, other than the amounts that were paid to you by the C. I. O. organization?

A. I did not.

Q. And those amounts are represented by those checks which have just been introduced in evidence as Board's Exhibit 9?

A. Yes.

Q. Is that correct?

A. That is correct.

Q. Now, what was your rate of pay, Mr. Salmons, at the time you were discharged?

A. I don't just remember, but I think it was around 74 cents an hour.

Q. What was it after you came back in December, 1936?

A. I don't just remember, there was quite a few increases in wages in that period of time.

Q. Now, what was your rate of pay with reference to the others in the electrical maintenance group?

A. I don't know, only I do know that I was the highest paid man outside of Paul Anderson.

Q. Outside of Paul Anderson?

A. Yes, sir, but their rating, I couldn't say.

107 Q. Now, during the period from January 4, 1937 to April 4, 1937, Board's Exhibit 7 indicates that Mr. Bjork earned $547.86; for that same period you are shown

to have earned $504.51. Mr. Bjork's rate of pay was not the same as yours, was it?

A. No, not by quite a large amount.

Q. His rate was less than yours?

A. Quite a bit less.

Q. (By Trial Examiner McCarthy.) How much less?

A. I couldn't say just how much, but there are two fellows who are getting a higher rate than he is, or I am almost positive that they are, I couldn't say for sure that they are, but I am almost positive that they are.

Q. (By Mr. Reynolds.) Now, at the time that you were discharged, were you still serving as a representative on the Employees Board?

A. I was at the time that I was discharged, yes.

Q. When you came back in December, did you continue at your work?

A. No.

Q. What was said about it at that time, if anything?

A. Well, there was really nothing said about it to my knowledge, but only they had elected a new man in my place.

Q. And thereafter you had nothing to do with the Employees Board?

108 A. I had nothing to do with it.

Q. Now, had you been elected an officer in the C. I. O. Local Union at the time you came back in 1936?

A. I can't say for sure, but I am almost sure that we had elected officers at that time.

Q. (By Trial Examiner McCarthy.) Were you elected as one of them?

A. I was elected president.

Q. At about what time?

A. I don't remember just what time that was, but I think that was probably April of 1937, if I am not mistaken.

Q. (By Mr. Reynolds.) April of 1937, after you had returned?

A. I think it was along in April. I am pretty sure our charter was issued in April, but I am not absolutely sure of that, but I have this charter that I can bring you.

Q. Did you have any dealings then with the management after you took over the job as president of the Local Union?

A. Not until I was put back to work.

Q. I mean, after you were put back to work?

A. Yes, I had.

Q. What, if anything did you do?
A. Well, we asked for a recognition of our Union.
Q. When did you do that?
A. That was in April, around the 23rd or 24th?
109 Q. Who did you ask for recognition?
A. Mr. Berry.
Q. What were the circumstances?
A. He told us that he had recognized one union and under the laws of the Wagner Bill he could not recognize two.
Q. Did you know before you went in there that another union had been recognized?
A. There was a bulletin on the board on April 21st which said that they had recognized the Independent Union of Craftsmen, signed by Mr. Berry.
Mr. Reynolds: Mark this Board's Exhibit 10.
(Thereupon the document above referred to was marked "Board's Exhibit No. 10", for identification.)
Q. (By Mr. Reynolds.) I show you Board's Exhibit 10 for identification. Do you know what that is?
(Handing document to witness.)
A. That is the bulletin put on the board.
Q. (By Trial Examiner McCarthy.) What date?
A. I can't see it.
Mr. Reynolds: The date is April, this is an agreement dated April 21, 1937, and no other date appears on it except April 21, 1937.
Mr. Ford: No objection.
Trial Examiner McCarthy: If there is no objec-
110 tion, it will be received.
Mr. Reynolds: I offer it as Board's Exhibit 10.
(The document heretofore marked "BOARD'S EXHIBIT NO. 10", for identification, was received in evidence.)
Q. (By Mr. Reynolds.) Now, you say you had a meeting with Mr. Berry?
A. Yes.
Q. Were you alone?
A. No, there was a committee of seven with one of our—no, a committee of seven, the first meeting we had, if I am not mistaken, was seven.
Q. And who acted as spokesman for the C. I. O.?
A. I did.
Q. What did you say to Mr. Berry?
A. I asked Mr. Berry—I told him that we wanted recognition of our Union, we felt that we were in the majority and we were entitled to it, or something of that order.

I don't just remember word for word.

Q. And what did he reply?

A. He said that they had recognized one union and they couldn't recognize two.

Q. Now, did you make any other effort to deal with the company following that time?

A. Later on we had another conference with Mr. Berry.

111 Q. (By Trial Examiner McCarthy.) When?

A. I don't remember.

Q. About a month later, or what?

A. No, no, in a few days, and at that time we called in one of our union representatives, Mike Martin, and if I am not mistaken John Riffe was there.

Q. What happened at that meeting?

A. Well, practically the same thing took place, they refused to recognize our union because they had recognized one.

Trial Examiner McCarthy: Keep your voice up.

A. On account of he had recognized one union he couldn't recognize two.

Q. (By Mr. Reynolds.) Did you make any offer to prove a majority?

A. Well, at that time John Riffe was the organizing director and he filed charges with the Labor Board.

Q. And that was the last talk you had with the company, attempting to bargain with them?

A. Well, in attempting to bargain collectively, yes, but we have had other agreements that they have taken up by committees from time to time.

Q. And the company has met with you from time to time since then?

A. They have.

Q. Now, did you understand what union it was that 112 he referred to as having been recognized?

A. The Independent Union of Craftsmen.

Q. Now, when did the Independent Union of Craftsmen first come to your notice?

A. Well, it started right around about the—oh, from the 18th of April—

Q. What year?

A. No, I can't say the exact date—of 1937. They were going around with a list at that time.

Q. Who was?

A. Well, different parties.

Q. Did you see any of them?

A. I seen Bill Greenlee with a list.

Q. What is his position?

A. He works in the planning room, I don't know just what his position is. He does office work.

Q. Did you see anyone else soliciting?

A. Well, I never seen anyone else because I was not in position in the shop to see them. You see, I was in one department, and I never seen them. Of course, I knew that there were others, but as far as seeing them, I never did see them.

Q. Did Mr. Greenlee ask you to sign?

A. He did.

Q. What did he say to you?

113 A. He asked me to sign up with their union. He said it was an organized union and he asked me to sign up.

I told him no, I was barred by signing with one union and I didn't feel like I would sign up with another one. That was on company time, in the tool room, and the boss, Joe Forss, probably was not over twenty-five or thirty feet away.

Q. Now, did Mr. Greenlee—

Q. (By Trial Examiner McCarthy.) In other words, Joe Forss saw Mr. Greenlee soliciting you?

A. I couldn't say that he did see, but he was in the tool room not over twenty-five or thirty feet way.

Q. (By Mr. Reynolds.) Did Mr. Greenlee at that time have a list or any sort of paper?

A. He had a paper with some names signed to it, and it was headed—I don't remember what that heading was.

Q. Was there anything else on the paper besides the heading and the signatures?

A. Well, there were some signers on it, some few signatures.

Q. But you don't remember anything else that appeared on that paper?

A. No, I don't.

Q. Were you asked at any later time to join?

A. No, I was not asked again.

Q. Did any supervisory official besides Mr. Berry

114 ever say anything to you about the unions or unionism?

A. No, nobody ever said anything to me on unions or unionism until I was discharged. That was the first time it was ever mentioned to me; although at one time in a meeting the question came up about unions, outside unions, and Mr. Berry at that time made a statement in the meet-

ing that if there was any outside union come in the plant he would walk out.

Mr. Ford: Was that in the Employees Board meeting? May I have that time established?

Q. (By Mr. Reynolds.) Do you remember when?

A. I can't say what meeting it was. I know it was before I was discharged, but that was the only time.

Q. (By Trial Examiner McCarthy.) How long before? Identify it.

A. Oh, maybe two or three months, maybe longer, I don't remember.

Mr. Wham: Was that with reference to the N. R. A. board?

The Witness: That was the Employees Board.

Q. (By Mr. Reynolds.) Well, except for the time when you came back to the plant in December of 1936, that is the only other occasion that unionism was mentioned to you?

A. There was no unionism mentioned to me by any foreman in the plant or at any time, only this one time that Mr. Berry mentioned it in the meeting. As far as the fore-
115 men or anybody talking to me about the union, there was none.

Q. Now, have you had occasion to observe the workings of the machinery of the new Craftsmen's Union?

A. No, I haven't, I don't know a great deal about it, because in the plant I haven't been around in the plant, I have been in the one department, a small department, and there is very little information I have got about the Independent Union.

Q. You don't know what the basis of its organization is, do you, as to representatives?

A. No, I don't know the rules. All I know is it was really recognized before they had any membership meetings. They might have had a meeting of a few, a very small committee, and were recognized from that standpoint, and from this list they had taken around to sign up.

Q. Did you ever see any announcement on the bulletin board concerning the Independent Union of Craftsmen?

A. They have a bulletin board they put bulletins on about calling meetings, and so on. That would be put on. I really never seen any of them because I don't think there are any put up on the bulletin boards on that now, not to my knowledge, there isn't.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Ford.) Who is Joe Forss?

116 A. Joe Forss is superintendent of the tool room. He is in charge of the tool makers and electricians.

Q. Did Joe Forss ever say anything to you about joining a union?

A. No, the only time that he ever said anything to me was when he sent me down to Berry's office, and I come back upstairs, and he came in the washroom and he said, "Well, I didn't believe it when they told me that the union started", or he says, "I didn't believe it."

I told him we had 370 signed up.

Q. That is all he ever said to you?

A. That is all he ever said.

Q. Did he ever say anything to you about Bill Greenlee having a petition and asking you to sign up?

A. No.

Q. Were you standing at that time in a position where you could see Joe Forss?

A. I could.

Q. Was he looking at you?

A. No, I couldn't say that he was, he was not facing me, he was kind of sideways.

Q. Had you any reason to believe that he saw Greenlee approaching you with this petition?

A. I couldn't say that he saw it.

Q. In other words, you just volunteered the in-

117 formation that Joe Forss was about twenty-five or thirty feet away from you at that time?

A. That is right, but still if Bill Greenlee was afraid to sign me up in his union he wouldn't have taken a chance to do that if it was against the rules.

Q. That is your opinion?

A. That is my opinion, yes. You know, if I was going to sign some man up in a union, and I seen Berry of the company there, I wouldn't do it. I might get behind the post and do it, but I am not going to be that open.

Q. By the way, who is Bill Greenlee? Is he a foreman?

A. No, I don't think he is a foreman.

Q. He works in the planning department?

A. He used to be a foreman in the stock room before this matter here, quite a while before.

Q. Did he get demoted?

A. I think demoted to the office. I don't know what title he holds down there now or his duties.

Q. You would not consider him as being a supervisory employee?

A. No.

Q. Nor would you consider him as being a supervisory employee at the time he had this petition?

A. No,

Trial Examiner McCarthy: Keep your voice up, please.

118 A. No, I wouldn't say that he was a foreman. In fact, I don't know.

Q. (By Mr. Ford.) As far as you know he is not?

A. I knew that he works in the office. What his title is, I don't know.

Q. When you say the office, you mean the planning office?

A. The planning room.

Q. Now, you testified that no one ever said anything to you about unionism until you were discharged. Was anything said to you about unionism when you were discharged?

A. The only thing said to me was that I was spreading union propaganda around the plant.

Q. Around the plant?

A. Yes.

Q. And that is all that was said?

Q. (By Trial Examiner McCarthy.) Is that all that was said?

A. That is all that was said at the time that I was discharged. I went in—first, I was told to go in and see Mr. Berry. I walked in his office.

He says, "I understand you are spreading union propaganda."

Q. What did you say?

A. I says under the law we have that right.

Q. And then what did he say?

A. He says, "I don't want to argue with you, I will 119 give you half an hour to get out of the plant."

Q. (By Mr. Ford.) That is all that he said?

A. Yes.

Q. Now, can you think for a moment and try to remember the time that Mr. Berry addressed a meeting of the Employee representatives and said something about outside unions?

A. The only time that anything was said about outside unions, as I stated before, Mr. Berry—the question came up about outside unions, I don't know how it came up now,

but the only thing Mr. Berry said at that time was if an outside union come in he would walk out.

Q. Now, are you sure that Mr. Berry didn't say if an outside union comes in and tries to tell us how to run our plant he would get out?

A. No, not that I remember.

Q. You don't remember that?

A. No. You know, there was a lot of conversation going on in there. He might have said it, I don't say that he didn't say that.

Q. What I am trying to get at is what he actually said. Do you remember when that was?

A. No, I don't.

Q. Was it a couple of years ago, three years ago?

A. I don't really have no idea, but it was quite a while ago.

120 Q. It was some time before you were discharged?

A. Yes, quite a while before I was discharged.

Q. Maybe a year before you were discharged?

A. I couldn't say, it might be two or three months, I don't remember.

Q. You don't remember?

A. No.

Q. It has not been recently?

A. What?

Q. It has not been recently?

A. No, sir.

Q. Now, what was your job at the time you were discharged in September of 1936?

A. I was maintenance man. My duty was to take care of the machinery, the electrical machinery which was in operation throughout the plant. My duty was of a morning to go around and inspect everything over the plant and take care of things that needed attention at that time; and during the day if anything broke down or any trouble anyplace, I was to be called.

Q. You were a trouble shooter, as it is commonly called?

A. Yes, sir, general maintenance.

Q. How long had you been on that job?

A. Well, I couldn't say just how long I had been on that job, for quite a while, though, a number of years.

121 I would say three or four. I can't say for sure. I don't know.

Q. I just wanted your general idea.

A. When I started there I was on construction, electrical construction work.

Q. It is true then that you had a chance to circulate around the plant?

A. Certainly, that is true.

Q. You did circulate around the plant a great deal, I take it?

A. Some, not much, because I didn't have much time, see. It was just a matter of a few days until I was discharged.

Q. (By Trial Examiner McCarthy.) You are referring to your duties or to your efforts soliciting for the Union? Which are you referring to?

A. Soliciting?

Q. You say you circulated around the plant, what do you mean?

A. I meant the union activities. I didn't really come out and take up anyone's time, I was on my duty. If the machine was broken down or anything like that, if somebody was there I would say something about the Union. We had a right to go ahead and pass out circulars or anything we had for the Employees Board. We took the by-laws and passed them around through the plant on the company's time. I was elected by the men to represent the men. It was my duty to represent them as I felt
122 in a proper way for their own best benefit.

Q. (By Mr. Ford.) And you did that?

A. And I did that.

Q. Now, what is this new job that you have?

A. Well, it is a job—this new job is electrical work, repair work, any stuff that comes upstairs, like molding or an extension cord, stuff like that.

Q. It is a job on a pay level with your old job?

A. Certainly.

Q. Or better?

A. No, it is not better, only the increase in wages that we all got, you know.

Q. But it is paid at least as well?

A. It pays at least as well, yes.

Q. But it does not give you as much freedom to go around and shoot trouble around the plant?

A. It is not the idea that I want the freedom.

Q. Are you still satisfied with this job?

A. I am still satisfied with this job, with this other job as compared with the other job, because this job is a little easier for that matter, but I haven't got the right to the same amount of hours with the others.

Q. We will come to the hours a little later.

So you have no complaint as to the job itself as a job?

123 A. Not as far as the work goes.

Q. And you have no complaint as to the rate of pay, except that we all want more money than we are getting?

A. That is, the hourly rate? The hourly rate, I have no complaint on.

Q. The rate of pay, you have no complaint as to that?

A. Not as to the hourly rate.

Q. Now, you worked forty-eight hours a week, did you, before you were fired?

A. Well, mostly forty-eight hours, and now and then Sundays and sometimes we worked overtime.

Q. Sometimes when you worked Sundays you got even more than forty-eight hours?

A. Yes, sometimes more than forty-eight, but almost always forty-eight hours. Sometimes we got off Saturday noon. The average time was forty-eight hours, and then occasionally on Sundays.

Q. Now, do you know whether anyone in the plant who has been receiving an hourly rate of pay equal to or approximately yours who has worked more hours than you have since you came back to work on the 21st day of December, 1936?

A. Yes.

Q. All right, who?

A. Paul Anderson. He probably—

Q. Paul Anderson is a foreman, isn't he?

124 A. He is a foreman, and works along with us, but he takes care of the job, and takes care of the time and give us our jobs, and then he takes his place right along with us.

Q. Is there anyone at this time except Anderson, who is in a supervisory capacity, that you know of in your department who receives the same rate of pay you do who is working more hours than you do?

A. No, there is nobody except Anderson who receives as much as I do, not to my knowledge. I don't think they do.

Q. (By Trial Examiner McCarthy.) What do you mean by that, that you receive more per hour?

A. Per hour.

Q. But you work less hours, that is the point?

A. Yes, sir.

Mr. Ford: I am trying to find out.

Q. (By Mr. Ford.) Mr. Salmons, is there anyone who receives anywhere near what you do who is working more hours than you do?

A. Yes.

Q. Who?

A. Fred Johnson.
Q. What is Fred Johnson's rate of pay per hour?
A. I don't know.
Q. Then how can you answer my question as to what Fred Johnson's rate of pay is?
125 A. I can answer your question this way, that he works more hours.
Q. Do you know of anybody who receives the same or approximately the same rate per hour that you do who works more hours than you do?
A. Paul Anderson.
Q. He is a foreman. Anybody besides him?
A. In our department outside of Paul Anderson I am the highest, the highest rated hourly man.
Q. Do you know whether your earnings are higher than anyone in the department outside of Paul Anderson?
A. The yearly earnings?
Q. Whose hourly rate is higher?
A. Fred Johnson.
Q. (By Trial Examiner McCarthy.) Mr. Johnson gets a higher rate per hour?
A. No, I get a higher rate per hour, but he makes more money at the end of the year than I do.
Q. At the end of the year?
A. Because he works more hours, I don't work all the hours that he does.
Q. (By Mr. Ford.) How much has this man Johnson made since the first of December, 1936?
A. I couldn't say just for sure, but I have made something around $2100.00, and I think he has made around $2800.00.
126 Q. (By Trial Examiner McCarthy.) How do you know that?
A. That is what we checked.
Q. Who told you that? He told you that?
A. He told me that. I can't say it is true, but he has the same cards that I have, and you can ask him for those cards, and check my cards with his.
Q. (By Mr. Ford.) Do you know whether it is true that this fellow Johnson's hourly rate is approximately 15 cents less than yours?
A. I couldn't say.
Q. You don't know?
A. No, I don't know the other fellow's rate.
Q. Have you been working your regular forty hours per week every week?

A. I have until the slack time.
Q. Until the slack time?
A. Up until Easter, a week before Easter, I worked forty hours.
Q. Since then there has been a general slackening off in business?
A. The thing changed, they slacked down immediately when they stopped working seven days a week, and I have worked with the rest of them from that time on.
Q. You haven't any complaint to make since last Easter?
A. You couldn't make any complaint. There may
127 be a variation, they may have taken a day off, maybe, some of the others, but I can't make any complaint.
Q. So you are limiting your complaint—
A. Up to Easter.
Q. From December 21st, 1936, until Easter, 1937, which probably occurred sometime in March?
A. About a week before Easter.
Q. In March, 1937?
A. I can't make any complaint since that time.
Q. But for three or four months in that time, that is when you are complaining?
A. From that time up until Easter.
Q. (By Trial Examiner McCarthy.) Your suggestion is there has been a discrimination against you on an annual basis?
A. That is right.
Q. Not on the hourly basis?
A. Not on the hourly basis.
Q. But on an annual basis?
A. Yes, sir.
Q. (By Mr. Ford.) Is it true that you are confining your charge of discrimination on an annual basis to the period between December 21, 1936, and the week before Easter, 1937?
A. That is right.
Q. Since that time generally speaking everything has been all right?
128 A. Yes, sir.
Q. Now, let us go back to the time in September when you were discharged, in September of 1936. You were discharged on what date?
A. On the 21st day of September.
Q. You were discharged on the 21st day of September?
A. September, yes.
Q. That was on a Monday?

A. Yes, sir.
Q. And on Tuesday you went to see Mr. Van A. Bittner?
A. Yes, sir.
Q. Who was the regional director of the Steel Workers Organizing Committee?
A. That is right.
Q. That would be on the 22nd?
A. Yes, sir.
Q. On the same day you went at his suggestion to see Mr. Disser of the Labor Board?
A. No, Mr. Bittner was out of town, but his assistant sent me to the Labor Board.
Q. His assistant sent you to the Labor Board?
A. Yes, sir.
Q. Did you see Mr. Disser on the 22nd of September?
A. I did.
Q. And did you file charges?
129 A. I did.
Q. And were those charges ever investigated by the Board?
A. I think they were; of course, I don't know, I can't swear to that.
Q. Did you ever have any conferences after that with Mr. Beman who was then Regional Director of the Labor Board?
A. I did with Disser.
Q. And with Beman?
A. No, not with Beman.
Q. But you did with Disser?
A. Yes, sir.
Q. Did you ever meet in the Regional office of the Labor Board with Disser and a representative of the Link Belt Company to discuss your case?
A. No, no.
Q. Did Mr. Disser ever tell you what disposition had been made of your case?
A. Well, no, not until he told me to go back to work.
Q. He said go on back and go to work?
A. That is right.
Q. Did he say—
Q. (By Trial Examiner McCarthy.) Did he say to go back and go to work, or did he say to go back and ask for your job?
A. He told me I should ask for my job back.
Q. (By Mr. Ford.) Did he tell you he had made
130 arrangements with the company for you to go back?

A. He told me I would get my job back.

Q. He said you would get your job back?

A. He said to go back and ask for my job. He said, "Go back and ask for your job, they will put you back to work, they will give you the increase in wages, and your vacation rights, just the same as if you had been off on a vacation."

Q. Did he tell you anything else about the kind of work you were to do and how you should do it?

A. He told me I would go back on my old job.

Q. What did he tell you about conducting yourself with reference to union activities?

A. He didn't tell me anything about going ahead and organizing any organization.

Q. Did he tell you anything about how you should handle yourself on your job?

A. Well, he told me this: "You will have to watch yourself, if they can get anything against you, they will kick you out."

Q. (By Trial Examiner McCarthy.) Did he say no more organizing in the plant?

A. No.

Q. (By Mr. Ford.) Did Mr. Disser tell you anything at all about organizing in the plant?

A. No, sir.

131 Q. Did he tell you anything about organizing on company time?

A. No, sir.

Q. He just told you to watch your step?

A. Just told me to watch my step, if they get anything on me, they will kick me out.

Q. Do you know of any conferences which were held by the Labor Board in connection with your case?

A. Not that I know of, there might have been, they might have had some conferences. No doubt they were up to see the management of the company, but not to my knowledge.

Q. What was this release that you signed?

A. I don't remember just how he worded it, but it said that I could reopen the case at any time.

Q. What else did it say?

A. That is practically all.

Trial Examiner McCarthy: Have you got a copy of that?

Mr. Reynolds: No, I don't have a copy.

Trial Examiner McCarthy: Are you familiar with the form?

Mr. Ford: No, I am not familiar with the form.

Trial Examiner McCarthy: Would you like to see it?

Mr. Ford: I would like to see it, because the Respondent was not furnished with a copy of any such release at the time the matter was previously before the Board.

132 Mr. Reynolds: I haven't seen any, probably a withdrawal of the charges. That is probably what it was.

The Witness: I don't remember just the whole wording of it, but that was understood, that the case could be reopened.

Trial Examiner McCarthy: It was not so much a release as a withdrawal of the charges.

The Witness: I assume that is what it was, I don't know.

Trial Examiner McCarthy: Is that your understanding?

Mr. Ford: I imagine that is what it amounts to, it was a withdrawal of the charges, because we were advised by the Regional Director that the charges had been withdrawn after certain negotiations, which we will develop in due course.

I would like to see if you can find one, Mr. Reynolds. I would like to look at it.

Mr. Reynolds: Yes, it will be in our closed file.

Q. (By Mr. Ford.) So when you went back to work Mr. Berry had a little talk with you?

A. Yes, sir.

Q. You then brought this case?

A. Yes, sir.

Q. You have been president of the Union ever since?

A. Yes, sir.

Q. You haven't done much of any soliciting around the plant since then?

133 A. Yes, we have done soliciting, but not on company time.

Q. Not on company time. You haven't been quite as active as you were prior to that time?

A. I can't say we haven't, but I know we have our own orders not to do anything on company work, or company time.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) How do you know that you were not supposed to?

A. We had orders from our directors.

Q. Did Mr. Berry tell you he didn't care what you did outside the plant?

A. He said there will be no more organizing.

Q. He said there would be no more organizing inside the plant?

A. Well,—

Q. I mean, on company time.

A. He put it this way; he says, "There will be no more organizing."

I said, " Not in the plant, but we will organize outside."

Q. Did he understand what you meant, and did you understand what he meant? He said "No more organizing inside the plant". That is what he said, isn't it?

Mr. Reynolds: No, he did not say that.

The Witness: No, he said this, "There will be no 134 more organizing."

I said, "No, not in the plant, but we will organize plenty outside."

Q. (By Mr. Ford.) Whatever you did say to him, did he say that was O. K.?

A. He said, "I have no jurisdiction over what you do on the outside."

Q. (By Trial Examiner McCarthy.) In other words, you understood clearly from what was said that you were not supposed to organize and use up company time by your union activities, is that right?

A. Yes, sir.

Q. Did you understand that?

A. Yes, we were not supposed to organize on company time.

Q. And you understood so far as he was concerned he didn't care what you did outside of the company's time?

A. That is right, that is the statement he made, he said he had no jurisdiction over what we did on the outside.

Cross-Examination (Resumed).

Q. (By Mr. Ford.) Now, you were previously a member of the American Federation of Labor, were you not, Mr. Salmons?

A. That is right, years ago.

Q. Years ago?

A. Yes.

Q. Now, when you got a report in March of 1937 135 from Mike Martin with respect to Mr. Cousland, what did Mike Martin tell you about Mr. Cousland?

A. Well, in the report that I got, that he was found

as a spy by the LaFollette Investigating Committee, and that he had drawn $200.00 from January up to the present time.

Q. From January up until March?

A. Up until I got—

Q. Until he told you about it?

A. Until he told me about it.

Q. Now, did you see the report of the LaFollette Committee which purportedly found him to be a spy?

A. No, nothing really aside from the rumor, but they have it in the Committee, in their records.

Q. Is that the report which Mr. Reynolds showed Mr. Cousland while he was on the stand?

A. No, I don't think so, that is not the report that we got.

Q. Did you ever catch Mr. Cousland spying on your meetings?

A. He attended three of our meetings, I am almost sure, I don't think any more.

Q. Did you every catch him spying? Did he report anything that you did?

A. Not that I know of.

Q. So it is true, is it not, that your opinion of Mr. Cousland is based on what Mr. Martin told you?

136 A. That is, from our records, we have taken that he was a spy.

Q. Do you have a record yourself?

A. No, just from Mike Martin.

Q. And from Mike Martin's report you investigated to locate the man and found out who he was?

A. That is right.

Q. And that is all you know about his activities, is that true?

A. That is as far as I know.

Q. Do you know how much money he received?

A. I understood he got $200.00 from January up to the time I received that information.

Q. That is what Mike Martin told you?

A. That is what Mike Martin told me.

Q. Did you ever hear that from any other source?

A. Well, no, only I was satisfied that our office—our Organizing Committee got that report from the LaFollettee Investigating Committee. I don't know where they got it from, but I am satisfied they did.

Q. So that when Cousland came to you sometime later you told him you knew all about it?

A. That is right.

Q. And I take it you were glad to have him resign from your organization?

137 A. Very glad, yes, sir.

Q. Now, did you ever see any reports written by Mr. Cousland?

A. I never did.

Trial Examiner McCarthy: Keep your voice up, please.

A. I never did.

Q. (By Mr. Ford.) Do you know of anyone who ever did see any of those reports?

A. No.

Q. Did anybody ever tell you, other than Mike Martin, that the reports, if any, which he was turning in covered labor union activities?

A. No.

Q. Or similar matters?

A. No.

Q. Now, how long before Mr. Cousland resigned had Mike Martin told you as to his alleged activities?

A. How long before?

Q. Yes. How long was it between the time Mike Martin told you that Cousland was a spy and the time Cousland came to you and said, "I have a surprise for you, I am going to resign"?

A. I couldn't say just the time it was, a very short time before he came up to me. I reported it in the next meeting, and it may have been—well, it may have
138 been a month, it may have been a period of a couple of weeks.

Q. Do you know whether or not Mr. Cousland was ever responsible for bettering your rate of pay?

A. Bettering the rate of pay?

Q. Yes.

A. Not to my knowledge.

Q. You don't know that?

A. I don't know that.

Q. (By Trial Examiner McCarthy.) Did you work any place near the lathe operators?

A. I was all over the place.

Trial Examiner McCarthy: Yes, I remember now. Go ahead.

Q. (By Mr. Ford.) When you said you investigated—I believe you used the word "investigated"—Cousland with reference to those activities that Mike Martin told you about Cousland, did your investigation cover any-

thing other than simply to find out who the fellow Cousland was then so that you would know him when you saw him?

A. No.

Q. That was all?

A. That was the only thing that we investigated, to get the right man. We didn't want to accuse the wrong man.

Q. Do you know of anything Cousland ever did or said himself which would lead you to believe that he was
139 spying upon your union?

A. No, I have really never talked to the man a great deal.

Q. There is nothing that you know of along that line, is there?

A. Nothing that I know of.

Q. Do you know of any other member in your Union, in your Local in that plant, who has ever seen Mr. Cousland or observed him doing anything that would lead you to believe he was a spy?

A. Not to my knowledge.

Q. So then upon the strength of what Mr. Martin told you, and upon the strength of your investigation to be sure you found the right Cousland, you announced that he was the guilty man, and that announcement was made at a Union meeting?

Trial Examiner McCarthy: You will have to answer, the stenographer can't get the shake of your head.

A. Yes.

Q. (By Mr. Ford.) Your answer has been "yes" to all of these questions?

A. Yes.

Q. Well, I suppose this is hardly material, but do you think that was the proper way, to attempt to brand a fellow employee as a labor spy?

A. It was, because I am satisfied that our Steel Workers Organizing Committee would not mislead us; they
140 would have the right information on the man before they would come out with it.

Q. (By Trial Examiner McCarthy.) What do you call the right information?

A. They would know.

Q. So far as they knew, there was a man named John Smith, we will say, who was supposed to be a spy.

A. No, they knew, they had a report from the LaFollette Investigating Committee that he was drawing a sal-

ary from—as I get it, from the detective association to spy; and that is the way I got it, and I take it for granted that the man is guilty.

Q. All they really did, the Steel Workers Organizing Committee, was to give the name of a man like John Smith, and say, there is a John Smith working in the Link Belt who has been named by the LaFollette Committee? That is about all they did, isn't it?

A. That is right.

Q. Your point is that you were trying to find out who John Smith was, is that right?

A. That is right.

Q. (By Mr. Ford.) Did you ever see the report of the LaFollette Committee?

A. No, I never seen it.

Q. So you don't know what the Committee's re-
141 port actually said about Mr. Cousland?

A. Only what Mr. Martin said.

Q. Only what Mike Martin told you, is that right?

A. That is right.

Q. Mike Martin told you that he was reported to be a spy?

A. Mike Martin told me that he got pay from the detective association.

Q. For what?

A. No doubt spying against unions, and was found out by the LaFollette Investigating Committee. That is where the information came from.

Trial Examiner McCarthy: We will have a five minute recess.

(A short recess was taken.)

Trial Examiner McCarthy: You may proceed, gentlemen.

Mr. Ford: May I have the last question read?

Trial Examiner McCarthy: Read the question.

(Record read.)

Q. (By Mr. Ford.) Now, you were elected representative under the employees representation plan, or whatever it was called?

A. Yes, sir.

Q. You were one of the first group?

A. I was in the first group.

Q. And you were elected from time to time after that?

142 A. I was.

Q. How often were those elections held?

A. Once a year.
Q. Once a year?
A. Yes.
Q. You were a representative under that plan, were you not, at the time you started to organize the Amalgamated Association Lodge?
A. That is right.
Q. Did the fact that you had been a member of the employees representative committee affect your activities any as a C. I. O. organizer?
A. I don't understand you.
Q. Did the fact that you had been a representative under the plan affect you, particularly in your C. I. O. organizing efforts?
A. I don't see why it should.
Q. (By Trial Examiner McCarthy.) Can you answer that yes or no? Did it or did it not?
A. Well, I don't think so—no, I will say no.
Q. (By Mr. Ford.) In other words, you went about your business of organizing a different kind of a union because you thought it was a better kind of a set-up to have?
A. That is right.
Q. Do you know the circumstances under which 143 this representation plan was finally dropped or abandoned or disestablished or whatever did happen to it?
A. Well, I don't know just the circumstances; only I know that it was did away with after the Wagner Bill was declared constitutional.
Q. After the Supreme Court had passed on the constitutionality of the Act?
A. That is right.
Q. That plan was thrown out?
A. Thrown out.
Q. You spoke of there being four company representatives, and named them as Bill Peters, Marshall Fox, Heacock, and a man named Wendell?
A. Yes, sir.
Q. Now, do you know how those four men were named as committeemen on the representation plan?
A. They were elected by vote.
Q. They were elected by vote of the men?
A. By the organization, by the employees.
Q. By the employees?
A. Of their divisions.

Q. Isn't it true that they were representatives of the employees who elected them?

A. That was the intention.

Q. That was the intention?

144 A. Yes.

Q. And they were not appointed by the management?

A. They were not appointed by the management.

Q. And is it not true that the only company representative in this joint committee was Mr. Berry?

A. Mr. Berry is the general manager. I think at that time he was general superintendent. These other fellows were holding high positions in connection with the management.

Q. In connection with the management, but had been elected by the employees in their departments to serve as their representatives?

A. That is right, they were elected by the employees.

Trial Examiner McCarthy: Keep your voice, up, please.

A. They were elected by the employees.

Q. (By Mr. Ford.) Now, was there any special reason for your producing the minutes of the five meetings which you produced, which are marked Board's Exhibit 6?

A. I didn't get your question.

Q. I say, was there any particular reason for producing just the five sets of minutes which you produced and testified to here as being the minutes of certain meetings? I think they are marked Board's Exhibit 6.

A. I don't know if that is all there are, I never took care of any of them, I never kept a record of it.

145 Trial Examiner McCarthy: I think what counsel refers to is, what is the reason you happened to pick those five here which you presented?

A. They were just some we had, we turned them in to the Labor Board.

Mr. Reynolds: I can make an explanation of that. I have a large group of them, and I am willing to introduce them all.

Mr. Ford: I was curious—

Trial Examiner McCarthy: He wants to know whether—

Mr. Ford: (continuing) —because you jumped from February, 1935 to March, 1936.

Trial Examiner McCarthy: It has no direct bearing on this case except to show the historical developments of the labor relations, as I understand it.

Mr. Reynolds: That went into the organization functioned.

Mr. Ford: Except that there were other meetings and other matters covered than shown by those minutes which you have introduced. There were other meetings held than those which you have introduced the minutes of here?

Mr. Reynolds: Oh, yes.

Mr. Ford: And other matters covered?

Mr. Reynolds: Yes, regular monthly meetings, as I understand it, held right along.

Mr. Ford: All right.

146 Q. (By Mr. Ford.) Now, during these meetings you described the conversations that took place, and I think that you said Mr. Berry would say from time to time that the company was losing money?

A. That is right.

Q. Did you have any particular reason for referring to that statement by Mr. Berry?

A. Generally when the question came up for a raise, that was the statement that he would put out. He would have a bunch of papers with figures, you know, and so on, and he would say, "We are losing money, we can't afford to give an increase in wages."

Q. Do you know whether or not that was true?

A. I don't know, I don't know whether it was true or not. I don't know how they contract their jobs or their figures; I can't say, I don't know.

Q. Do you know what the profit or the loss of the Link Belt Company as a whole was for the period, or for any annual period during the time from 1933 when the plan was first inaugurated until the time it was abandoned in 1937?

A. I have no way of knowing their profits or their losses.

Q. Do you know whether they had any profits upon their operations on the 39th Street or the Pershing Road plant during that period?

147 A. I couldn't say, I don't know their profits.

Q. You don't mean to infer, do you, that Mr. Berry was not telling you the truth as to losing money?

A. I am going to clear up this one point, that that was the way that he used to let the board members know that they couldn't get an increase in wages, and I know that I realized—I am almost sure that there was a time there when these wage questions came up, that the plant might have been working pretty steady.

Now, this was so long ago, I can't remember the date.

Q. In other words, Mr. Berry simply said that as an answer to discussing with you gentlemen the question of an increase in wages, is that true?

A. That is right.

Trial Examiner McCarthy: Keep your voice up, please.

A. That is right.

Q. (By Mr. Ford.) What about these fifty silicosis cases that you mentioned?

A. I said that—

Q. When were they? When was that time that you are referring to?

A. I don't remember just when that law went into effect.

Trial Examiner McCarthy: Now, just to get this straight, I think he did testify as to the employees representation plan, and he did say, as I recall it, that now
148 there are fifty—

Mr. Ford: Silicosis cases.

The Witness: About fifty.

Trial Examiner McCarthy: About fifty.

Mr. Ford: About fifty silicosis cases.

Q. (By Trial Examiner McCarthy.) You are now testifying to the period prior to 1937 when you had the employees representation plan?

A. Yes.

Q. So what happens today, or what the condition today is at the plant has no relation to what you are testifying to, is that correct?

A. I don't know.

Q. In other words, it was immaterial?

A. I was trying to put—

Q. You were trying to give an illustration, I think, of what they were trying to explain?

A. Why the union would accomplish something which was really for the men.

Q. Well, at the time that would be the employees board?

A. That is right.

Q. (By Mr. Ford.) Now, did the employee representatives under the plan ever take up with the management the condition which might contribute to a silicosis condition?

A. Not during my time.

149 Q. Has your Union ever taken it up?

A. My Union?

Q. Yes.

A. The C. I. O.?
Q. Yes.
A. No, no, we haven't.
Q. Now,—
Trial Examiner McCarthy: Just a minute, isn't silicosis that dust that gets into the lungs?
Mr. Ford: It is a lung disease or disorder.
Trial Examiner McCarthy: It does not arise in this industry, does it?
Mr. Ford: It is very common, yes.
Trial Examiner McCarthy: In this industry?
Mr. Ford: It is common in the industry, it is something which comes from the sand, the steel and iron.
Trial Examiner McCarthy: I didn't know that.
Mr. Ford: That comes from sand and dust they use in sand blasting and making cores and other work that is done in foundries.
Q. (By Mr. Ford.) Do you know whether anything has been done by the management with the view of lessening the chances of silicosis and other similar disorders resulting from that particular industrial hazard?
A. Well, I know they have removed the foundry—
150 I don't know whether it has improved conditions or whether it has not. Now, there are fellows in the foundry who could probably tell more about that than I can.
Q. Now, these fifty or about fifty silicosis case, do you know what has happened to those cases? What disposition has been made of them?
A. I know in some—in one case, where one of our members signed some kind of a contract, I don't know just what it is—
Q. (By Trial Examiner McCarthy.) With whom?
A. With the management or the company. I have never seen this contract, I am just taking his story. It is not as I know it, but as it has been told to me; that he signed this contract or agreement that he would—at his death he would get half compensation and the company would agree to give him an easy job while he remained on the books, a job that he could do, and an easy job. He was taken away—in one sense of the word, away from the machine, or whatever he might be doing.
Q. (By Mr. Ford.) Do you know whether that particular man to whom you refer was represented by counsel at the time that agreement was made?
A. No, I don't.

Q. Did your Union ever take any steps or engage in any activity looking toward litigation in connection
151 with these silicosis cases?

Mr. Reynolds: I object to that, if the Examiner please, on the ground that it is immaterial.

Trial Examiner McCarthy: I was wondering, unless counsel can point out where it is material—

Mr. Ford: I will withdraw the question. I wanted to pursue this particular reference which happened to be one of particular importance aside from this case.

Trial Examiner McCarthy: Yes, aside from this case I can see where it was important, but my understanding was when he made reference to the silicosis cases he was referring to a period of two or three years ago, and the reason why they had a union, and was giving that as an illustration. So I think it is really immaterial at this time.

Q. (By Mr. Ford.) It is true, is it not, that the Amalgamated Association and the Steel Workers Organizing Committee and other organizing committees affiliated with the C. I. O. have as one of their objectives a general forty hour or less week; is that not true?

A. Well, most all contracts which have been signed have been signed on a forty hour week. There may be some which have been signed which may have longer hours, I couldn't say.

Q. You stated that when you started to organize for the Amalgamated you knew you were going to be fired?

A. I expected to be.

152 Q. You expected to be fired?

A. Yes, sir.

Q. Now, upon what were those expectations based?

A. Because some of the applications were turned in to Mr. Berry we had out in the plant.

Q. (By Trial Examiner McCarthy.) Because of what?

A. Because some of the applications had been turned in to Mr. Berry.

Q. (By Mr. Ford.) Did you see that?

A. I never saw that.

Q. (By Trial Examiner McCarthy.) You mean after they were signed by the members?

A. No, no.

Q. Just the blank cards that were turned in to Mr. Berry, is that right?

A. Mr. Berry got the blank cards.

Q. The unexecuted cards?

A. Yes, sir.

Q. (By Mr. Ford.) Did you ever see any member hand Mr. Berry an unexecuted card?

A. No, but I was told there was some employees who had been turning them in to Mr. Berry, and I knew that—

Q. You thought that might be cause for your discharge?

A. I did, I was almost sure of it.

Q. (By Trial Examiner McCarthy.) What is the
153 relationship between your discharge and the turning in of some blank cards or unexecuted cards?

A. You see, we give these cards to different fellows that was organizing for the groups, we had groups and we were giving these cards to different parties that we thought were reliable, and they were supposed to take them home and sign them and return them back, fill the cards out.

Q. Yes.

A. And some of these cards I was told were turned in to Mr. Berry.

Q. (By Mr. Ford.) So you thought—

Trial Examiner McCarthy: I don't see where you come into the picture.

The Witness: Because I was the organizer.

Q. (By Trial Examiner McCarthy.) In other words, you were the leading spirit in this whole thing?

A. In this whole affair. I started the Union, and the party that turned the cards in no doubt turned my name in, and my name was signed to the cards.

Q. Printed?

A. No, in writing, my name was signed to the cards.

Q. Before you passed out the cards?

A. When we passed them out.

Q. (By Mr. Ford.) So therefore you fully expected to be fired?

154 A. Certainly, when I knew the cards—was told the cards were turned in there, I knew that my name was on them, and I knew I would be discharged, or I thought I would be discharged.

Q. When you went to see Mr. Bittner on September 1, 1936, what kind of an arrangement did you make with him?

A. It was not on September 1st.

Q. Along the first part of September?

A. Along the first part of September, yes.

Q. Some time in September?

A. Yes. I went to see Mr. Bittner and told him of

the working conditions we had, and I asked him if he would organize our plant.

Q. Did you tell him about the working conditions or did you tell him about the fact that you had an employees representation plan?

A. I also told him that we had what we called the company union.

Q. A company union?

A. I asked him if he would organize us.

He said he would, with our assistance, and I asked him—I said, "Well, probably some of us will get fired."

He says, "I realize that is the fact."

I asked him if he would back us up, and he said, "I will, 100 per cent."

155 Q. And he did?

A. Yes, sir.

Q. When you were fired and went to see him again he told you to go to the Labor Board, and finally you got your troubles straightened out?

A. When I was there—

Trial Examiner McCarthy: Read the question.

(Question read.)

A. I turned the case over to the Labor Board.

Trial Examiner McCarthy: Read the question and the answer.

(Question and answer read.)

A. That is right.

Q. (By Mr. Ford.) Now, when you had this meeting of your seven reliable, trustworthy men, looking toward an organization, and when you told them that you would probably have to work from the outside, what did you mean when you said they would have to carry on from the inside?

A. I didn't mean that they were going to go out and sign up applications on company time, but talk with the men and get them in position where they could sign up, use their best judgment.

Q. In other words, soften them up a little bit?

A. Why, certainly, let them know what the Union was for.

Q. How many employees did you solicit for mem-
156 bership before you were fired, in the plant?

A. Oh, I couldn't say, but not very many, because we only had about fifty applications at that time.

Trial Examiner McCarthy: Keep your voice up; fifty?

A. About fifty at the first meeting we had. Before we got the second meeting, I was discharged.

Q. (By Mr. Ford.) Since you have been back you have not been soliciting men, have you, in the plant?

A. Not on company time.

Q. Not on company time?

A. No.

Q. Only at noontime, and lunch periods?

A. There were quite a few during noon hours solicited, but not so much by myself, but we had quite a few up on the corner on Wentworth Avenue.

Q. That is, right outside the plant?

A. On 39th.

Q. That is right outside the gates where the men come in to work?

A. And in one tavern up there, we had a sign in the tavern that they could sign applications there, and finally the tavern man agreed or volunteered to put the sign up there, and then he came around later and told us he would have to take it down.

Q. Now, did Mr. Disser say anything to you rela-
157 tive to back pay when he told you to go down and ask for your job back, and that you would get it?

A. Not that I remember.

Q. Did Mr. Berry say anything to you about it, or did you say anything to him when you went back and asked for your job back?

A. No.

Q. (By Trial Examiner McCarthy.) When you say Disser sent you back to the plant to be rehired without loss, what did you mean by that?

A. Rehired without loss?

Q. That is the way I put it down here, rehired without loss.

Mr. Ford: Without loss of the benefit of pay increases, I believe he referred to.

Q. (By Trial Examiner McCarthy.) Were you paid from September 21st to December 21st? Didn't you say something about vacations?

A. That is the way he said that. Disser said, "You will go back as if you had been off on a vacation."

What I understood that he meant was that my seniority rights would be just the same.

Q. And vacation without pay?

A. Yes.

Q. With pay or without pay?

158 A. There was nothing mentioned about pay.

Q. What was the fact, did you get paid between those periods?

A. No, not for my time off, no.

Q. (By Mr. Ford.) Isn't it true if you had not been reinstated that ordinarily after being discharged you would lose your seniority rights; is that not true?

A. That would be right.

Q. But you did not lose your seniority rights?

A. I did not lose my seniority rights, no.

Q. You mean you would lose some vacation rights if you had just been discharged?

A. That is right.

Q. But upon being reinstated, you did not lose your vacation rights?

A. The vacation rights or seniority rights.

Q. Or seniority rights.

A. That is right.

Q. So the period from September to December was simply treated as a lapse or a vacation or a leave, but not as a discharge for cause?

A. No, it was a discharge, but the way he explained it to me—

Q. (By Trial Examiner McCarthy.) It was a discharge originally, but it was cured by your being
159 rehired and them treating this as if you had been laid off?

A. Yes, that is what I understood.

Q. And that is what the company understood?

A. I don't know how the company understood it, I don't know the way they understood it.

Q. Does it make much difference the way Mr. Disser understood it, but the way the company understood it, as they have to pay the bill? He does not have to pay the bill?

A. No, but he is the one who made the agreement in the matter that I go back to work. What the agreement was, I don't know. He told me of the conditions I was going to work under.

Q. He told you that was the condition under which you would go back to work?

A. Yes, sir.

Q. So far as you know they were correct?

A. So far as I know they were correct.

Q. (By Mr. Ford.) You did not lose your vacation rights, did you?

A. No.
Q. You exercised those this past year?
A. Yes, I did.
Q. And you didn't lose your seniority rights?
A. No.
Q. (By Trial Examiner McCarthy.) How do you
160 know that you didn't lose your seniority rights?
A. If I had, I wouldn't have got any vacation.
Q. That is not quite clear how that works out. I suppose you have some system, but how do you know?
Mr. Ford: I think, Mr. Examiner, that you are not entitled to a vacation unless there is a certain period of time between the date of employment and the vacation period.
Trial Examiner McCarthy: So that is how you know you kept your seniority rights?
Mr. Ford: In the event of a discharge for cause, upon being rehired, the rehired employee comes back as a new employee without any accrued rights whatever. In this particular case, your rights were carried on, is that right?
The Witness: Yes.
Q. (By Mr. Ford.) You say Mr. Conroy was with you when you talked to Mr. Berry, or was with Mr. Berry when you talked with him about coming back?
A. That is right.
Q. Do you know how long Fred Johnson has worked at the plant?
A. No, not for sure, I have an idea around four years.
Q. Now, tell me something about the duties of this man Bjork.
A. Well, he is—
Q. Waldemar Bjork.
161 A. He is an electrician, and it may be he may be classed as a helper. He has had, I guess, around ten years' experience, something like that; I wouldn't say for sure.
Q. Do you know what his classification is as a worker at the plant?
A. Well, I couldn't say what they classed him at, but he goes out on jobs by himself, does certain jobs by himself. He is not—
Q. And I believe that you testified that you did not know what his hourly rate is?
A. I don't know.
Q. (By Trial Examiner McCarthy.) He may be a helper?

A. He may be classed as a helper, but he has been there for eight or ten years.

Q. (By Mr. Ford.) Is he doing the work that you formerly did?

A. He and Fred Johnson.

Q. Together?

A. Well, they go out on different jobs. He may go out on a job by himself, and Fred Johnson may go out on a job by himself.

Q. But the two of them now do what you formerly did?

A. Not in the last week or so, they have been changed again.

Q. They have been changed again?

162 A. That is right.

Q. Do you know what Fred Johnson's classification is?

A. Well, at this time he is on construction.

Q. I mean, when he and Bjork were doing there between them the work that you had formerly done?

A. On maintenance work.

Q. Maintenance work. You don't know what his classification is?

A. No.

Q. Do you know what his hourly rate is?

A. No, I don't.

Q. Do you know what his hourly rate was when he was helping Bjork at work formerly done by you?

A. No, I don't.

Q. Now, when did this law go into effect which is commonly known in Illinois as the One Day Rest in Seven Law?

A. I don't know just when that law took effect.

Q. Was that the law that you had in mind when you said since Easter, 1937, the hours had been pretty generally uniform?

A. I said I thought that was the reason they quit working seven days a week.

Q. But you don't know when that went into effect?

A. No, I don't.

Q. How many other checks did you receive from
163 the Steel Workers Organizing Committee in addition to those received between September 21st and December 21st?

Mr. Reynolds: I object to that, if the Examiner please, on the ground that it is immaterial and irrelevant.

Trial Examiner McCarthy: What is that?

Mr. Reynolds: I object on the ground that it is immaterial how many other checks he has received from the C. I. O. other than those that he—

Trial Examiner McCarthy: Does that inquiry cover the period of the discharge?

Mr. Reynolds: No, no, it covers any period.

Mr. Ford: I am inquiring as to both before and after his discharge.

Trial Examiner McCarthy: As I understand it, all those checks which have been admitted as Board's Exhibit 9 cover the period from September 21, 1936 to December 21, 1936.

Mr. Ford: That is quite true, Mr. Examiner, and the purpose of my question, although based upon certain vouchers, it does not necessarily go the substance of his earnings, his earnings during that period, but might go to other material matters which have been raised by direct examination.

Trial Examiner McCarthy: Will you point out what the materiality is?

164 Mr. Ford: I am sorry to have to disclose it.

Trial Examiner McCarthy: But if you believe it is material, I would like to have you show me.

Mr. Ford: It is too late now, and I might as well tell you.

I am simply interested in knowing when his employment by the Steel Workers Organizing Committee first commenced, and his different collateral interests which led up to his discharge which is alleged to have been a discriminatory discharge in this complaint.

Mr. Reynolds: I am still objecting on the ground that it is immaterial.

Trial Examiner McCarthy: He has testified that he asked Mike Martin—well, I didn't intend to—

Mr. Ford: That is quite all right.

Trial Examiner McCarthy: It is clear to the Examiner.

Do you understand what he wants? Can you answer that? He wants to find out when you first started to work for the C. I. O.

Mr. Ford: That is right.

The Witness: I really never started to work for the C. I. O.; these checks were given to me—

Q. (By Trial Examiner McCarthy.) Not these checks, but other checks, when you first started working for the C. I. O.

A. Well, it was some time after I was put back
165 to work, I couldn't say just when.

Q. After you went back to work, not before?

A. Well, these checks—Van A. Bittner says, "We will give you $15.00 a week to carry you on while you are out of work."

When I went back to work that stopped. Then Van A. Bittner changed his mind again later on.

Q. And paid you, I understand, as an organizer?

A. A part time organizer.

Q. As a part time organizer, after you went back to work on December 21, 1936?

A. Yes.

Mr. Ford: Perhaps we have made too much of a point of that. I think the witness has certainly been very frank in stating the fact, that he did engage in organization activities prior to his discharge, in the plant.

That is true, is it not?

The Witness: In the plant?

Q. (By Mr. Ford.) In the plant, prior to your discharge in September, 1936?

A. No, I didn't use any of the company's time. After I was put back to work, I worked on my machine.

Q. No, this was before, I didn't mean afterwards.

A. No, I can't say that I have taken any of the company's time in union activities at all.

166 Q. I thought you said that you had solicited some memberships out of the original fifty applications that you received.

A. I said that we had seven men with fifty applications, distributed among seven men.

Q. (By Trial Examiner McCarthy.) That is in the month of September, 1936, is that correct?

A. Yes, sir, around the middle of the month.

Q. (By Mr. Ford.) Just before you got fired?

A. Just before I got fired.

Q. And that you were going around, not running around necessarily, but that you were circulating from department to department.

A. I circulated the applications in the plant, that is right.

Q. Before you were fired?

A. I also circulated the constitution of the company union at the same time.

Q. It was right at the same time?

A. Along at the same time.

Q. Selling two different kinds of services. We will go on. Should it ever become necessary to examine further into your earnings between the period of September 21, 1936 and December 21, 1936, you would be willing, would you not, to produce any documentary evidence
167 which you are requested to produce bearing upon that subject?

A. Yes, sir.

Q. Do you hold any particular grudge against the Link Belt Company?

A. Not particularly, no.

Q. Just general?

A. No, not general, I don't have no particular grudge against the company or anybody, but I do think that the company has been unfair in a man's right to join a union of his own choosing.

Q. You joined one, did you not?

A. Yes, sir.

Q. And you were put back to work after you were discharged, were you not?

A. I was.

Q. And you are working there now, aren't you?

A. Yes, sir.

Q. And there are other union men working in the plant, are they not?

A. I can't say that there are so very many.

Q. When you made your demands upon the management to bargain with them, did you tell them at that time that you represented a majority of the employees?

A. That is right.

Q. And when Mr. Berry told you that he had rec-
168 ognized another group two or three days before, did you say, "We can prove that we do represent the majority"?

A. I don't remember just what took place now there in regard to that, but we were satisfied we had a majority. John Riffe was the spokesman at that time.

Q. Did you offer to satisfy Mr. Berry that you did represent a majority?

A. I don't remember.

Q. Would you be willing to satisfy him on that at this time?

A. Well, I can't say. I know that we have a majority of the cards now in the Labor Board.

Q. Well, would you—

Trial Examiner McCarthy: I didn't hear him say where he had them.

The Witness: In the Labor Board.

Q. (By Trial Examiner McCarthy.) Where?

A. In the Labor Board, these cards are now turned into the Labor Board, our application cards.

Q. (By Mr. Ford.) Why wouldn't it be the simplest thing to hold an election? You know what the law says?

Mr. Reynolds: I submit, your honor, that is immaterial. There is no such charge in this case.

Mr. Ford: If you please, Mr. Reynolds, just a minute. Your brought out the request for recognition on direct
169 examination and the refusal to grant it, apparently with the purpose of showing something relating to a violation of the Act.

Mr. Reynolds: The situation changes, you know, from time to time.

Q. (By Mr. Ford.) When were you elected an officer of the Amalgamated local?

A. I was elected—I can't say just the time, but I was the first president elected.

Q. Wasn't that in the month of April, 1937?

A. I don't remember.

Q. Was that before or after you had been discharged?

A. That was after I was put back to work.

Q. After you were put back to work?

A. Yes, sir.

Q. You were elected president?

A. Yes, sir.

Q. And you have been working ever since?

A. Yes, sir.

Q. And when you asked Mr. Berry to recognize you you already knew that another union had been recognized?

A. Oh, yes, we did.

Q. (By Trial Examiner McCarthy.) You saw that on the bulletin board?

A. That is right.

170 Q. A sign on the bulletin board?

A. That is right.

Q. (By Mr. Ford.) Where did you get that sign on the bulletin board?

A. I really never got it, I don't know where it came from. It was turned in to the Labor Board by some member of our Union, but I don't know who.

Q. (By Trial Examiner McCarthy.) Was there just one copy of it or a number of them posted?

Mr. Berry: There were perhaps twelve copies on the twelve different bulletin boards throughout the plant.

Q. (By Mr. Ford.) How many meetings did you have with Mr. Berry?

A. Oh, I don't remember.

Q. As president of the Amalgamated?

A. I don't remember.

Q. But when Berry told you that another group had been recognized, who was it that made the statement, "Well, if you won't recognize us, we will take you to the Labor Board"?

A. John Riffe.

Q. He was an organizer?

A. He was an organizer.

Q. So he did take them to the Labor Board?

A. Yes, sir.

Trial Examiner McCarthy: Are these the charges 171 that were filed by Riffe?

Mr. Ford: I was just going to inquire, I don't know.

Q. (By Mr. Ford.) Are these the charges that John Riffe filed?

A. I don't know what he charged. I think probably Mike Martin would probably know more about that than I do. I know Mr. Riffe made the statement that he would file charges with the Labor Board.

Q. (By Trial Examiner McCarthy.) If you don't recognize us, is that what he said?

A. That is right. Whether he really filed those charges or turned them over to someone else to file, I couldn't say.

Q. (By Mr. Ford.) Did you talk to anybody else besides Mr. Berry and Mr. Conroy when you came back to work? I mean, anybody at the plant?

A. No.

Q. They were the only representatives of the management that you discussed your—

A. You mean coming back to work?

Q. Coming back to work with, yes.

A. Yes, certainly.

Q. Now, did Mr. Berry tell you that he would let you come back to work provided you would at all times and under all conditions in all places refrain from further labor activity or membership in any labor organization?

172 A. No.

Q. Did Mr. Conroy tell you that?

A. No, sir.

Q. Did anyone else from the management ever tell you that?

A. No.

Mr. Ford: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Mr. Salmons, you were an N. R. A. representative at the time you were discharged, were you not?

A. Well,—

Trial Examiner McCarthy: What do you mean by N. R. A. represenative?

The Witness: No.

Q. (By Mr. Wham.) N. R. A. union representative, I mean.

A. No.

Q. What was the position you held?

A. It was the Employees Board, it was called, not the N. R. A. Board.

Q. As far as you know that is the same sort of a thing that would be organized under the N. R. A.?

A. Well, I don't know as the N. R. A. had anything to do with it, I didn't say that.

Q. But at any rate you held a position as representative at the time you were discharged?

A. I did.

173 Q. Now, wasn't there an election after you came back?

A. That is right.

Q. Did you run for reelection?

A. I did.

Q. And what was the result of that election?

A. I think I was beaten by two or three votes.

Q. Wasn't there a tie first?

A. What?

Q. Wasn't there a tie and run-off?

A. You mean the primary election. I don't remember how the primary vote was but I know in the general election I was beaten by a very few votes. I was not interested in it, I did not care much about it.

Q. That was how soon after you came back?

A. I don't just remember what date it was.

Q. Weren't there some other C. I. O. members who were elected representatives on that board?

A. Well, there were C. I. O. members elected on that board, but maybe before that.

Q. And after that vote?

A. I couldn't say. I know there was one C. I. O. member on the board when it was done away with.

Q. And who was that?

A. Well, I don't like to state the man's name. I don't think it is fair that I should discriminate against our 174 membership in that way.

Q. You held a meeting every month, did you, of your board?

A. Once a month.

Q. And were minutes kept of every meeting?

A. There was.

Q. Now, I believe you said you sat around and talked a good deal but you never passed anything.

A. We sat around the table, something on that order. There were no motions, there was no parliamentary procedure about conducting the business, we talked about things.

Q. But there was some business transacted?

A. They taken down what we were talking about, taken it down in the minutes.

Q. The minutes show that you transacted some business? They show that you passed some things.

A. Well, they may have been passed, but there was not a motion made and seconded, not to my knowledge.

Q. In other words, you operated informally, but the minutes would show if you agreed on something, that that was the resolution that was passed?

A. A member would bring up a bill; it would probably show you brought up a bill, but making a motion, seconding the motion, voted on by the board, not to my knowledge, that was not done.

Q. E. A. Wendell, what position did he hold with 175 the company?

Trial Examiner McCarthy: In what connection is this inquiry about Wendell?

Mr. Wham: In what connection?

Trial Examiner McCarthy: Yes.

Mr. Wham: He says that Wendell was a company man.

Trial Examiner McCarthy: Is this in connection with the Independent Union of Craftsmen?

Mr. Wham: Yes. In other words, this whole case has

a point, namely, that the Craftsmen's Union is a company union. In other words, I have no doubt that the attorney for the Board after the case is over will argue that the Craftsmen's Union is just a continuation of the N. R. A. union, elected by the company.

I want to find out just how much the company had to do with the N. R. A. union.

Mr. Reynolds: If the Examiner please, I am mystified by the term N. R. A. The National Recovery Act has nothing to do with this board. The old employees board has nothing to do with the N. R. A. board that was set up at the time the N. R. A. started, but this has absolutely no connection with it.

Trial Examiner McCarthy: The participation of the Intervener shall be strictly limited to matters concerning allegations of violation of Section 8 (2) of the Act,
176 and I shall have to limit your cross-examination to that.

Mr. Wham: I want to make it quite clear to your honor and also for the record that we consider, just sitting here and listening to the evidence coming across the board, that the attorney for the Board is going to try to make the point out of the evidence that there was this old shop union, or employees union, or whatever you want to call it, which was company dominated; and when that was knocked out that then the company helped organize the Independent Union of Craftsmen and that there is a very definite connection there between the two; and if we are going to be ruled out at this time I would like to have it clearly understood in the record that the Board and the Trial Examiner are both bound to absolutely ignore any connection between the old employees union and the present Independent Union.

Mr. Reynolds: If the Examiner please, I might state I have no objection to any question that counsel might want to ask about the old employees board.

Trial Examiner McCarthy: Nevertheless, the cross-examination will be strictly limited to cross-examination on matters concerning alleged violations of Section 8 (2).

Mr. Wham: What is the ruling on my question?

Trial Examiner McCarthy: The Examiner feels that it does not directly bear on a violation of 8 (2).

Mr. Wham: Does the Examiner feel that it indi-
177 rectly bears upon it?

Trial Examiner McCarthy: I am not prepared to say. It is possible that it does indirectly bear upon it.

Mr. Wham: You can understand, can't you, that it places us in a position where our rights are not being protected if we can't examine the witnesses on the points which may be later raised against us.

Trial Examiner McCarthy: In this proceeding?

Mr. Wham: Yes.

Trial Examiner McCarthy: The Examiner will permit questions upon the section referred to, on any matters directly bearing upon that, but this does not appear to be material.

Mr. Wham: There are only two points in this whole case that I can see; one is the question of company unionism, the other is the question of the discharges.

Trial Examiner McCarthy: This is off the record.

(Discussion off the record.)

Trial Examiner McCarthy: On the record.

Q. (By Mr. Wham.) Now, Mr. Salmons, who is E. A. Wendell?

A. Well, he works in the office, he is an engineer. I can't say what his title is. I think he is some kind of a sales manager, of some kind, I can't say.

Q. Whereabouts in the office does he work?

A. In the factory office.

Trial Examiner McCarthy: He has not been mentioned in this case so far.

178

Mr. Wham: Yes.

Trial Examiner McCarthy: I don't recall the name.

The Witness: In the office right across from the plant; in the main office, the plant main office.

Q. (By Mr. Wham.) You say he is a sales engineer?

A. He is an engineer, I can't say whether he is a sales manager or what, but I know he has something to do with the selling end.

Q. Does he have any employees working under him?

A. Not to my knowledge.

Q. You don't know whether he has a title or not?

A. I don't know, only I know he is an engineer. I understand he does a lot of selling. As I understand, he is head salesman, some kind of sales manager, a salesman of some kind.

Q. You understand that, but you don't know?

A. I don't know.

Q. He was elected by popular vote, wasn't he, in his department?

A. To my knowledge, yes.

Q. Do you know whether the election was an different

in his department, as to Mr. Wendell, than it was in your case?

A. No, I don't know.

Q. You assume it was the same, don't you?

179 A. I have an idea it was.

Q. Did the company have anything to do with your election?

A. Well, they—not that I know of. All I know of that they had to do with it was they furnished a time keeper to go around and gather up the votes. They had a box and they would go around, and each man would stick his vote in the box of the time keeper, who would go around. As I understand, these men were appointed by the board.

Q. What was that last?

A. These fellows that carried the box around were appointed by the board.

Q. Do you mean the people that counted the ballots?

A. The people that counted the ballots, and the people also that went around and gathered them up.

Q. They were appointed by whom?

A. By the board.

Q. By what board?

A. The Employees Board.

Q. (By Trial Examiner McCarthy.) Not by the company?

Q. (By Mr. Wham.) Not by the company?

A. No, no.

Trial Examiner McCarthy: He is asking what the company had to do with it.

A. I don't know that the company had anything to do.

Q. (By Trial Examiner McCarthy.) They did ot

180 have any thing to do with it?

A. No, not in that stage.

Q. In other words, the company didn't have anything to do with it?

A. No, I can't say the company didn't have nothing to do with it. The company really organized the whole thing, it started it.

Q. (By Mr. Wham.) I don't know anything about how it was started, but after it was started did the company put up its own men for election and electioneer for them, tell the employees how to vote?

A. Well, they had no doubt people that did electioneer through the plant. I don't say that the company men did

it in a way, but their assistants probably have had something to do with it. Of course, I can't say it to be a fact.

Q. You don't know, it is just a surmise on your part?

A. Certainly.

Q. You don't have any definite information on that. Did they permit the employees to have free right to vote for their selection for representatives?

Trial Examiner McCarthy: You can answer that yes or no, can't you?

A. Yes.

Q. (By Mr. Wham.) Yes. That is as far as you know?

A. That is as far as I know, yes.

181 Q. This fellow Heacock, what position did he have with the company?

A. Electrical engineer.

Q. Was he an officer of the company?

A. Well, he has a job as an electrial engineer. I think he has an assistant under him, maybe two or three, I don't know.

Q. Did he have at that time?

A. I don't know whether he—I think he did have an assistant. I don't know how many, or whether he only had one or not.

Q. Are you sure that Marshall Fox was a foreman at the time?

A. I am sure he was a foreman in the stock room. He was either a foreman in the stock room—I am almost sure he was, or he was a foreman in the planning room, that is, when they first started organizing.

Q. You say you belonged to the A. F. of L. at one time?

A. Quite a few years ago.

Q. Isn't it true that they took in foremen?

A. The A. F. of L.?

Q. Yes.

A. Well, they have in later years. In some groups they probably do, in other groups, maybe not.

Mr. Wham: Now, Mr. Examiner, first of all I 182 would like to ask the attorney for the Board—as I read the complaint, there is no contention that the C. I. O. is claiming the right to be certified here, is that right?

Mr. Reynolds: Apparently.

Mr. Wham: Is there any intention on the part of the Board now to amend the complaint before the end of this proceeding?

Trial Examiner McCarthy: I think you are anticipating, I don't know. We are limited as it stands by the complaint.

Q. (By Mr. Wham.) Mr. Salmons, on the two times that you went in to see the management in April 23rd or 24th and a few days later, what unit were you representing at that time?

A. What union?

Q. What unit? What unit of the plant was affected?

Mr. Reynolds: If the Examiner please, I object on the ground that it is immaterial, that there is no such charge.

Mr. Wham: I would like to point out that on direct examination he brought out the fact that he did go in and ask for recognition, and they were not recognized, and he filed a complaint because the company stated that they had already recognized somebody else.

Trial Examiner McCarthy: Objection overruled. You may answer.

The Witness: What is your question?

183 Trial Examiner McCarthy: Read the question, please.

(Question read.)

A. I was representing the union, the C. I. O.

Q. (By Mr. Wham.) Well, I mean for what unit?

A. Well, we were representing the majority of the men at that time.

Q. (By Trial Examiner McCarthy.) Now, here is the question:

Were you representing just certain divisions or the whole plant?

A. The whole plant, that is, the shop, not the office.

Q. (By Mr. Wham.) That is, you represented everybody but the office, is that right?

A. No, not the foremen or the assistant foremen.

Q. I mean—

Trial Examiner McCarthy: The supervisory employees.

Q. (By Mr. Wham.) All except those fellows?

A. Yes.

Q. You claimed you represented everybody but the office, is that right?

A. And the supervisory department.

Q. Yes, leaving the supervisors out.

A. Yes.

Q. You claimed to represent everybody who could join your union, excepting the office, is that right?

A. That is right.

184 Q. You claimed you had a majority at that time?

A. We did.

Q. How many did you have?

A. We had 419 cards.

Q. You mean signed?

A. Signed cards.

Q. And by employees working there?

A. By employees working there in the plant.

Q. At the 39th Street plant?

A. At the 39th Street plant.

Q. How many employees were there eligible to join your union at that time in that unit?

A. As near as I can check it, there were 700. That is, not at that time; when things were going good. We figured they put on about 150 men since the time that we asked for the recognition.

Q. On either one of these occasions that you went in to see Mr. Berry did you have your cards with you?

A. No.

Q. Did you offer any proof at all?

A. He never asked for any proof.

Q. What was it you told him?

A. We asked for recognition and he told us he had recognized one union and he couldn't recognize another. We told him that we believed that we were in the majority.

185 Q. You told him that you had a majority?

A. Yes.

Q. How long did that conversation last; that is, the first one and the second one?

A. Oh, not so very long, I don't know just how long.

Q. Was that all that was said? You went in and through your spokesman you said we want to be recognized, and Mr. Berry said, "I have already recognized one union, I can't recognize two"?

A. That is right.

Q. And you got up and left, is that right?

A. That is right, we got up and left, and the next thing was for us to report to the Union representative what had taken place.

Q. The next time you went in the same conversation occurred, is that right?

A. Practically the same thing, only we had Mike Martin and John Riffe with us at that time. I think one of those two men made an appointment for us, I don't just

remember, but I think one of them made the appointment, or maybe we made the appointment.

Q. You say your cards are down to the Labor Board now?

A. They are.

Q. How long have they been down there?

A. Oh, quite a while, I don't know just how long.
186 We turned in 419 cards there, and they are still down there.

Q. Do you contend that you have a majority at the plant now?

A. I think so, according to our cards we have. We figure our members were still in good standing.

Q. Are they all in good standing?

A. Yes.

Trial Examiner McCarthy: Mr. Wham, there is no complaint under Section A, Subdivision 5. I would like to give you all reasonable leeway possible, but—

Mr. Wham: I just wanted to find out what this witness thinks the case is about or what the facts are.

Trial Examiner McCarthy: I suggest that this hearing is the place to find out then. The complaint is for that purpose.

Mr. Wham: It was stated by the attorney for the Board this morning that he could be expected to amend his complaint in one respect.

Mr. Reynolds: Until I do you should not be worried.

Q. (By Mr. Wham.) You have solicited memberships in the C. I. O. in the shop, haven't you?

A. I have.

Q. And you have done that during working hours, haven't you?

A. I wouldn't say that I have signed anyone dur-
187 ing working hours. I have passed by and handed out some blank cards for them to take home and sign and return back to me at some time. I did that same thing for the employees board. I was allowed to when we were representatives on the employees board, to stop and talk to anyone who had any grievance. We were allowed to pass these constitutions out as a representative, and I figured I had a right to represent the men as I chose, not as the company chose.

Q. A part of your idea of how you had to represent them was to hand out C. I. O. literature, wasn't it?

A. Yes, I probably have passed out a few cards, yes.

Q. And some notices of meetings and things of that sort?

A. No, no, not on the company's property.

Mr. Wham: That is all.

Trial Examiner McCarthy: We will have a five minute recess.

(A short recess was taken.)

Trial Examiner McCarthy: Are you through with this witness?

Mr. Reynolds: I have some questions.

Mr. Ford: May I ask one question, Mr. Examiner, which I apologize for having overlooked?

Trial Examiner McCarthy: Proceed.

Recross Examination.

Q. (By Mr. Ford.) I meant to ask you, Mr.
188 Salmons, whether you had filed any charges with the Labor Board or had authorized anyone to file them on your behalf between December 21, 1936 and the time of the filing of the charges upon which this complaint is based?

A. The rule of our organization is charges for the Union are to be through a union representative.

Q. I am speaking with respect to your own case.

A. He may have filed certain charges for certain phases of the case, I don't remember.

Q. What I am trying to get at is whether between the time you went back to work—first you went down to the Labor Board and talked with Mr. Disser, you remember that, in September, 1936. Then you came back to work. He told you to come back. Apparently he had some agreement with the company. You remember that testimony. You remember that testimony, don't you?

A. I remember from the time I went back to work—you mean to say, did I file any charges then?

Q. Yes, that is right?

A. In that period of time?

Q. (By Trial Examiner McCarthy.) Since you went back to work.

A. Since I went back to work?

Q. (By Mr. Ford.) Yes.

A. I don't remember, it may be that I have, but
189 I don't remember.

Q. And if you had, you would know when you filed them?

A. No, I don't know.

Q. If anyone filed them on your behalf, do you remember having given any such authorization to anyone?

A. No, I don't.

Mr. Ford: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) When you were reinstated, did you have the idea that you were still entitled to back pay?

A I did.

Q. Did your Union representative understand that that was your idea about it?

A. I think they did.

Q. You talked to him about the matter?

A. I talked—I asked Mr. Bittner if I would get my back pay, and he said he didn't see any reason why I would not.

Q. Now, before you were discharged on September 21, 1936, did you receive any warning or reprimand from any supervisory official because of any union activity you might be engaged in?

A. No.

Q. Did the work that you were doing in passing out cards interfere in any way with your regular duties?

A. No.

190 Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Ford.) Do you know what agreement was reached between the company and the National Labor Relations Board, particularly Mr. Disser, with respect to your coming back to work in December, 1936?

A. Only what Mr. Disser told me the day that he called me in his office and told me to go back and ask for my job.

Q. That is all you know?

A. That is all I know.

Mr. Ford: That is all.

Trial Examiner McCarthy: Is that all?

Mr. Ford: Just one more question, pardon me.

Q. (By Mr. Ford.) Did you say you had never been

warned about your activities in the plant before you were discharged?

A. I never was, until I was discharged.

Q. Do you remember being at the sand slinger when Mr. Berry talked to you about your conduct, prior to the time that you were fired?

A. About union activities?

Q. About your conduct which led up to your discharge?

A. No, sir, I do not.

Mr. Ford: That is all.

Mr. Reynolds: That is all.

Examination by the Chair.

191 Q. (By Trial Examiner McCarthy.) Let me get this straight.

On December 21, 1936, as I understand it, Mr. Disser of the Region office of the National Labor Relations Board sent you back to the plant?

A. Yes.

Q. And he said in substance, watch your step because if they get anything on you they will fire you for good this time?

A. Yes.

Q. That is, in substance?

A. Yes.

Q. Did he tell you that you were being rehired without loss of your seniority rights? And vacation rights?

A. He did.

Q. Now, pursuant to Mr. Disser's suggestion, you went back to the plant and went into the office, and Mr. Berry was there and said, "I want a witness", so he got Mr. Conroy, is that right?

A. That is right.

Q. You said, "I want my job back?"

A. That is right.

Q. Did he say, "Go upstairs, no more running around the plant"?

A. He did.

Q. And no more organizing inside the plant?

192 A. He said there would be no more organizing.

Q. He said there would be no more organizing inside the plant?

A. No, no; no, he said there would be no more organizing. I said there would be no more organizing in the plant, but we would outside the plant.

Q. That "inside the plant" then is not correct; Mr. Berry did not say "inside the plant"?

A. No, he said there would be—I said there would be no more organizing in the plant.

Q. But you said there would be plenty outside?

A. Outside.

Q. In other words, Mr. Berry, from what I understand of the testimony, told you that there would be no more organizing, and you understood him to mean that there would be no more organizing inside the plant?

A. I understood just what he said, that there would be no more organizing.

Q. Then you replied to him and stated, "there will be no more organizing inside the plant, but there will be plenty outside the plant"?

A. Yes.

Q. There was a meeting of the minds there. You understood what he meant and he understood what you meant.

He said in substance, you can have your job back if
193 you don't organize on company time in the plant?

A. No.

Q. Is that the explanation?

A. No, I took it that he meant that I could go back to work but there would be no more organizing inside the plant or outside of there.

Q. Out of the plant?

A. That is what I thought he meant, and that is why I said what I did.

Q. He gave you a job anyway. If your understanding was correct, it would seem to the Examiner, Berry would understand no organizing the plant, but you can organize outside the plant. It would seem that way to the Examiner, because of the fact that he gave you a job.

A. He said he had no jurisdiction over what we did outside.

Q. But you did understand that he had jurisdiction of your time that the company paid you for inside the plant?

A. Yes.

Q. Here is a second amended charge on file which says on "December 21, 1936, the company reinstated Louis Salmons." That is you?

A. Yes.

Q. Upon the express promise—I am interpolating here now—that you—then it goes on and says, "Would not engage in union activities." Is that what happened there?

194 A. I agreed not to do any more organizing.
Q. Inside the plant?
A. Inside the plant, but I didn't agree not to do any outside.
Q. I can understand that. That seemed clear to both sides. He apparently understood the same thing, and therefore he put you back.
A. I didn't understand he was putting me back, I understood that the Labor Board put me back. Disser told me that I should go back out there and ask for my job.
Q. Didn't Disser say watch your step?
A. Yes, he told me to watch my step.
Q. Yes.
A. He says, "If they get anything on you, they will kick you out."
Q. Yes.
A. That means if I laid down on the job, or did something that they had reason to fire me, they would fire me. Of course, I have no doubt they would have done that a long time ago if they could.
Q. Do you understand among the things they could fire you for was if they paid you for eight hours' work as an electrician, that does not mean half an hour's work and carrying on personal activities. You understand that, don't you?
195 A. Yes, but at the same time when I was representative I had that right, to talk to the men.
Q. Yes, when you were on the board.
A. Yes.
Q. Were you still a representative on the board when you were rehired?
A. No.
Q. You were out then?
A. I was out.
Q. So any work of that nature that you did was not for the employees plan or the employees board?
A. No, no. You see, as I was elected to represent the men, my duty was to represent the men, not represent the company.
Q. That is right.
A. I took the stand that I would represent them.
Q. That is right.
A. And when I couldn't represent the men properly through the employees board, I took other steps to represent them. Now, we were allowed to talk to any man

having a grievance when I was on the employees board. We passed out those books with the constitution.

Q. That was before you were fired?

A. That was before I was fired.

Q. Then in the meantime somebody else was elected to take your place on the board?

196 A. Yes.

Q. So when you came back you didn't have that right?

A. I didn't have that right.

Q. Well, in what respect did Berry ask you to refrain from further union activity?

A. After the—

Q. No, at the time, this time that he saw you.

A. That is the only time.

Q. The complaint is you were hired on condition that you would refrain from further labor union activity or membership in a labor organization.

A. I think you have got somebody else there. Is that mine?

Q. That is Louis Salmons. That is, the company, "by its officers, agents and employees, on or about December 21, 1936, did reinstate Louis Salmons to his former position in the plant, and on or about January 13"—we will skip that, that relates to another name—"on condition that said Louis Salmons"—with another man, then they have another man—"at all times, under all conditions, and in all places, would refrain from further labor union activity or membership in labor organizations."

A. No, I don't remember anything about that at all.

Trial Examiner McCarthy: Have you any questions to develop that a little further?

Mr. Reynolds: I don't see the purpose of all this.

197 We have the man's testimony in the record of what transpired, what he was told when he came back. We have his testimony of what he was told when he came back, and that he was discharged for union activities. I don't see the significance of this.

Trial Examiner McCarthy: It says that they reinstated Louis Salmons and Joe Novak, and they were to refrain from further union activity.

Mr. Reynolds: We have his statement that he gave, what he was told when he came back. I submit that is susceptible to the construction he gave. He said there was to be no more organizing, and he did not qualify that sentence.

Mr. Ford: He did qualify the sentence by the sentence which follows, Mr. Salmons' sentence, which is Berry's statement, that he did not have any jurisdiction over what they did outside the plant.

Trial Examiner McCarthy: And the witness said there would be plenty of organizing outside the plant.

That is all.

Mr. Reynolds: That is all.

(Witness excused.)

Mr. Reynolds: At this time I move to amend the complaint in paragraph 8 of the complaint so that it shall read as follows:

"Respondent, by its officers, agents and employees, 198 on or about December 21, 1936, did reinstate Louis Salmons to a different position in the plant, in which the said Louis Salmons worked a fewer number of hours than prior to his said discharge, and also fewer hours than other employees who performed similar work before his discharge and after his reinstatement; and on or about January 17, 1937, did reinstate Joseph E. Novak to his former position in the plant on condition that the said Louis Salmons and Joseph E. Novak and each of them at all times, under all conditions, in all places, would refrain from further union labor activity or membership in a labor organization."

Mr. Ford: Mr. Examiner, I object to the proposed amendment on two grounds. First, that it is not timely. I will not argue that point at length.

Secondly, that it does not conform to the proof of the witness Salmons so far as the proposed amendment relates to Salmons, and therefore cannot be said that it relates to the form of the proof.

Trial Examiner McCarthy: The Examiner will reserve decision.

Off the record.

(Discussion off the record.)

199 Mr. Reynolds: In view of the question raised to the form of the amendment I think I shall ask to submit in somewhat different form the amendment which I have just read.

Trial Examiner McCarthy: Can you give us copies so that we might study it?

Mr. Reynolds: Yes.

Mr. Novak, please.

JOSEPH E. NOVAK, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Trial Examiner McCarthy.) What is your name?

A. Joseph Novak.

Q. What is your address?

A. 5002 South Justine Street.

Q. (By Mr. Reynolds.) Are you employed by the Link Belt Company?

A. Yes, sir.

Q. How long have you worked there?

A. Oh, about eleven or thirteen years, off and on, that is, with the leave of absence that I took a couple of times.

Q. What department are you in?

A. I am in D. K. Department, the crane department.

Q. And have you worked continuously in the crane 200 department?

A. Well, ever since I have started I have worked —well, when I started working we had D. M. C. That took in the crane department, but later on they changed over and built a new shop across the street and named it D. K. and had the crane department working there in D. K.

Q. Are you a member of the Amalgamated Association of Iron, Steel and Tin Workers?

A. I am.

Q. The C. I. O. Union?

A. I am.

Q. When did you join?

A. About a week after the Wagner Bill was constitutional.

Q. (By Trial Examiner McCarthy.) When was that date?

A. I couldn't tell you, but I know it was about a week after.

Q. In the spring of 1937?

A. I suppose it was. I imagine it was around April, when it was. I know it was a week after the Wagner Bill passed.

Q. (By Mr. Reynolds.) Prior to that time had you

engaged in union activities before you joined the C. I. O. Union?

A. Not in the company, not in the plant.

Q. Now, did you work continuously for the Link Belt Company during the years that you have been there?

A. Well, up until the depression, and then we only
201 worked about three days a week, and I took a leave of absence. I was off, I should say—I don't know, a year, something like that, I don't remember.

Q. Are you acquainted with Mr. Salmons, the president of the C. I. O. Union?

A. I am.

Q. Were you working at the Link Belt Company at the time that Mr. Salmons was discharged in 1936?

A. I was working until the same day, until he got discharged. I was discharged the same day that he was.

Q. (By Trial Examiner McCarthy.) You say you were discharged the same day?

A. The same day Mr. Salmons was.

Q. (By Mr. Reynolds.) Had you been associated with Mr. Salmons in his work of attempting to organize the plant?

A. No, sir.

Q. What were the circumstances surrounding your discharge?

A. When I was discharged?

Q. Yes.

A. Well, one of the assistant foremen by the name—I think Charlie Sellars, approached me on September 21st—

Q. How do you spell that, S-e-l-l-a-r-s?

A. Correct, Sellars, and he told me that Mr. Berry wanted to see me in the office.

And I says, "What for?"

202 He says, "I don't know, I just came from there. He wants to see you."

Well, I got in the office and Mr. Berry says, "Take a seat, Joe."

Well, before I took the seat Mr. Berry says to me, "I understand, Joe, that you are an organizer and instigator for a union."

And I says, "Well, that is the first I hear from you, that I am an organizer or instigator for any kind of a union."

And Mr. Berry says, "Well, you are."

I says, "Well, I don't know why you know about my being an organizer, I don't know anything about it."

Then Mr. Berry says, "I will give you half an hour to get out."

He said, "I don't want you around here if you are organizing or instigating a union."

I says, "I am getting no chance at all."

He says, "You are an organizer and instigator, and that is all there is to it."

All right, then, I think I was excited, it caught me off—I was so surprised that I—I didn't have anything to do with it—that all I could say was, "Thank you", and walked out.

Q. What did you do after you walked out?

A. Well, I went back to the dressing room to get
203 my clothes and tools together, and got out as quick as possible, just like I was told.

Q. Did you talk to anyone before you went out?

A. Absolutely not. Everybody started asking me up in the lockers, but I never mentioned a word. I couldn't as much as say boo.

Q. Following your discharge, what did you do?

A. Well, about two or three weeks after my discharge —I don't know whether I contacted Louis Salmons, he found out—well, somebody met me out in the street and told me, "Do you know that Louis Salmons was fired?"

I says, "No."

That was the first I knew about him, because I was not interested at that time. I knew I didn't have nothing to do with it, see. I didn't know what it was yet.

So I contacted Mr. Salmons, or he called me up, and says, what am I going to do about it, that I was fired.

I says I would like to do something about it, if I knew what to do.

He told me, "Well, you can go down to the Labor Board and tell them your story, and see what they tell you over there."

Well, I finally went down to the Labor Board.

Q. (By Trial Examiner McCarthy.) You mean the Regional office?

204 A. The Regional office of the Labor Board, and saw a party by the name of Mr. Disser. I told Mr. Disser my story, and Mr. Disser told me—well, he would see what he could do about it, about putting me back to work.

I told him I didn't see any reason for me to be fired as long as I didn't have anything to do with the C. I. O., and I would like to be put back to work.

Q. (By Mr. Reynolds.) Then what happened?

A. Well, I was to Mr. Disser's office about two or three times, I think, and he told me—well, he was trying to put me back to work, but he couldn't. So along in January, I think it was in January, I was over there.

Q. Over where?

A. Over to the Labor Board.

Q. (By Trial Examiner McCarthy.) January of what year?

A. 1937. And Mr. Disser says to me, "Well", he says, "The only thing I can do for you is to go back and ask for your job back. You ask Mr. Berry to give you your job back."

So I thought to myself—I thought at the beginning if I went to the Labor Board Mr. Disser would say to me, "Go back, you have got your job back." But he says to me, "You will have to ask for your job back, that is all I can do for you."

Well, that didn't seem so very good to me, but I had to work, I had to throw my pride out the window and go back and ask Mr. Berry for my job back. That was around—I can't tell you the exact date, but it was January, but whether it was the 13th or 14th, or the 20th, I don't know, I didn't take that date down.

And I come into Mr. Berry's office, and I asked Berry for my job back.

Q. (By Mr. Reynolds.) Was anyone else present at that time?

A. At that time, no, I don't think there was.

And Mr. Berry says to me, "Well, what do you want your job back for, Joe, to organize back here now?"

I says, "Mr. Berry, I still claim that I was no organizer, I was no instigator of no union whatever around this company." I did belong to a Firemen's Local when I worked for the Board of Education, that is, the American Federation of Labor. And I belonged to a Musicians' Union, I think it was before I have worked for the Link Belt Company. That is not a Federation affiliate, it was the American Musicians Union. I think it was not incorporated, or incorporated, whatever it was.

And I says, "I don't want to be involved in too many unions, so I didn't have anything to do with the C. I. O."

And Mr. Berry says to me, "Well, I can give you your job back, but under one condition only." He says, "Do you think I want to hire back a man that would come over

here in this company and instigate or carry on any-
206 thing about the C. I. O. union or unions, and when he gets through working goes outside and solicits the membership for any kind of a union, and while he is on a strike or anything like that talk to the men and solicit membership?"

He says, "I don't want to hire a man like that."

Then I told him that I was not doing anything of the sort and I didn't see any reason for me to promise not to solicit or anything like that, because I was not doing it when I got fired, so why should I have to make promises like that.

So Mr. Berry says, "You know the way it is."

He says, "There is a man around here", he says, "Joe, you are all right, you have been a good fellow all of these years and all, and I would like to have you back, but not as an organizer of any kind or anything like that."

Well, just then I couldn't make up my mind whether I wanted—I still thought that in his mind I was guilty of organizing when he fired me, and I didn't want him to think that I was guilty when he fired me, I was guilty of any organizing or instigating of a union in the Link Belt Company, so I didn't want to agree with Mr. Berry on them conditions.

Q. Did you say anything more to him?

A. Well, we were talking about the unions in general, and I spoke of being in the Musicians Union.

Q. Did you talk about strikes?

207 A. Oh, yes, there was—at that time I think there was a strike in Detroit, I think there was the G. M. plant, the General Motors plant in Detroit, and other strikes in Detroit.

Mr. Berry says to me, "Unions don't do no good, that is just what they bring on, strikes."

And then he was—well, I can't carry the direct conversation of it, we were talking there for a while.

Q. (By Trial Examiner McCarthy.) Just give the substance in your own words.

A. And he was telling me that he didn't want to have no union running his place and that—

Q. (By Mr. Reynolds.) Can you remember anything more that he said?

A. Well, I just can't.

Q. Did you go to work that day?

A. No, I couldn't make up my mind as to whether I wanted to go back under them conditions or not.

Q. And thereupon you left the plant?

A. Then he told me, "Well, you can come back Monday or Tuesday."

And I think that was on a Thursday, I am not sure, and that I should come back Monday or Tuesday, which I think I did. I think it was Tuesday.

Q. (By Trial Examiner McCarthy.) Do you know what date that was about?

208 A. No, I don't know. The only way I could find out is when I started back to work.

Q. You don't know when that was?

A. I don't know when that was.

Q. I would like to get the dates, you know, accurately.

A. At that time I just didn't get the dates down.

Q. (By Mr. Reynolds.) It was in January, however, wasn't it?

A. That was in January.

Q. And when you came back the second time what was said, and who to?

A. When I came back the second time Mr. Berry was in the office, so was Mr. Conroy.

Q. And what was said?

A. Well, I come into Mr. Berry's office, and told Mr. Berry, "Well, I agree to your conditions, I come back for the job."

And Mr. Berry says, "What kind of conditions are they?"

And I says, "Well, we spoke of them, and I promised that I won't organize or anything like that", I says, "if I get my job back."

"Well", he says, "You can go to work"; and that is the condition that I took to go back to work.

Q. You went back to work, Mr. Novak, you say?

A. Yes, sir.

Q. Did he say anything then about the type of activity that you were not to engage in?

209 A. Well, he told me I would not be able—that is, I was not supposed to organize, he didn't want a man organizing or standing around the corners soliciting membership of the employees, he didn't want a man like that, see. I promised him, of course, that I wouldn't do anything like that. Of course, I was not doing it in the first place.

Q. Did you go back to work that same day?

A. I think it was the next day, I am not sure whether it was the same day—no, it was the next day.

Q. Did you go back to the same job that you had back in September?

A. Absolutely, absolutely the same job.

Q. Now following your reinstatement in January you did not join the C. I. O. until April following, is that right?

A. Well, I joined the C. I. O. a week after the Wagner Bill was constitutional. I kept up with my promise until that time.

Q. Do you recall when the Independent Union of Craftsmen started in the plant out there?

A. Well, I think it was about a day after the Wagner Bill was termed constitutional. That is when I think it was, I don't know the exact date.

Q. Were you solicited for membership in that union?

A. Well, I was.

Q. By whom?

210 A. Well, by a party by the name of Joseph Zeske.

Q. Now, was this solicitation on company premises?

A. Yes, sir.

Q. Was it during working hours?

A. Yes, sir, it was.

Mr. Wham: Can we have the witness testify, Mr. Examiner?

Mr. Ford: I think I would like to join in the objection. Counsel for the Board is pretty continually leading this witness.

Trial Examiner McCarthy: You may proceed.

Where was it, where did it take place, where did Joe Zeske ask you?

A. Well, I worked inside of a crane outside of the plant where we store our cranes, and I think there was two other men in there working on something, and Joe Zeske came inside the crane and says, "Well, do you want to join a company union?"

I says, "Well, as long as it is a company union", I says, "I will join it."

So I wrote my name down. There was another party in there and he didn't want to sign, and I think the other fellow did sign. I don't know his name, he was a welder there.

Q. Were you working at the time?

211 A. I was working at the time.

Q. Did you see any further activities on his part around the plant?

A. Yes, sir, I have seen further activities of his, going around the plant with that list.

Q. That is, before or after you signed up?

A. After I signed.

Q. (By Trial Examiner McCarthy.) What did you see, and when, as far as you can remember?

A. Well, I have seen him approach the fellows with the list to sign. What he said, I don't know. All I could see was to see him from a distance, or something like that. When he came around he would probably be ten or fifteen feet away from me. I didn't care to see the list or what happened.

Mr. Ford; I object to that.

Mr. Wham: I move that it be stricken.

Trial Examiner McCarthy: Overruled.

Q. (By Trial Examiner McCarthy.) What time did this occur, about?

A. Well, after that Wagner Bill—

Q. How long after that, identify the time approximately.

A. Well, a day or so after.

Q. (By Mr. Reynolds.) Was that before you joined the C. I. O.?

A. That was before I joined the C. I. O., yes, sir.

212 Q. Do you remember what appeared on this sheet of paper which he handed you to sign?

A. No, I don't.

Q. Now, did you see anyone else besides Mr. Zeske doing this type of thing, solicitation?

A. No, not with a piece of paper that he walked around with, no, I didn't see anybody else with that.

Q. Well, did you overhear anyone else soliciting for the Independent Union of Craftsmen?

Mr. Ford: Mr. Examiner, I still would like to object to the continual leading of the witness. After all, I think it is only fair that the witness be permitted to testify.

Trial Examiner McCarthy: You may have a blanket objection to this line of questions.

Mr. Ford; I do not object to the substantative portion of it, but merely to the manner in which the questions are asked.

Trial Examiner McCarthy: Under the circumstances I think that is the only way that we can get at the information.

Q. (By Mr. Reynolds.) Did you see other people soliciting besides Zeske?

Mr. Wham: He answered that, he said "no".

The Witness: Not with that sheet, no, but I did see, after

they had the cards printed, or something like that,
213 the pledge cards, or whatever they were, to join that union after that, that is to say, three days, maybe three days or a week, I don't know how long after that—but Joe Zeske, I didn't see Joe Zeske approach anybody with the cards; that I didn't see.

Q. (By Mr. Reynolds.) Did you see others approach them?

A. I seen a party by the name of Edward Jamison.

Q. Who did you see him approach?

A. Well, I seen him approach fellows and talk to them, and I knew he had the cards because I would see him have them in his hand. I couldn't go over there and find out whether they joined or just what they did.

Q. What time in the day was this?

A. Well, say, in the morning or in the afternoon.

Q. Was it during the lunch hour?

A. No, not during the lunch hour.

Q. (By Trial Examiner McCarthy.) Was it during working hours?

A. During working hours, yes, sir.

Q. (By Mr. Reynolds.) What was your rate of pay at the Link Belt Company at the time you were discharged on September 21, 1936?

Mr. Ford: Mr. Examiner, at this point I would like to raise this point: From the witness' own testimony he was not engaged in union activities at the time he was dis-
214 charged, therefore this is utterly immaterial, if he was not discharged for any such activity.

Mr. Reynolds: Is that right?

Trial Examiner McCarthy: Is that an objection?

Mr. Ford: Yes, I will argue it, if Mr. Reynolds wants me to, and if you care to hear it.

Trial Examiner McCarthy: Is that an objection?

Mr. Ford: I don't know what you call it. I am unprepared to name it at this point. My objection is that if he was not by his admission engaged in union activities he obviously could not have been discharged for that. If he was not discharged for union activities, he is not entitled to back pay under such a state of facts. If he is not entitled to back pay, what his rate of pay was does not make any difference. That is all I have in mind.

Trial Examiner McCarthy: The objection is—

Mr. Ford: Now, there may be some evidence that counsel can adduce, that he was reinstated under a set of condi-

tions that were unlawful; but the Act does not provide, nor do any of the reported decisions provide that though the man may have been discharged under some mistaken notion that that violates the Act.

Trial Examiner McCarthy: The mistake was not a mistake of the witness, according to the testimony.

Mr. Ford: A mistake on the part of the manage-
215 ment, Mr. Examiner.

Trial Examiner McCarthy: Proceed.

Q. (By Mr. Reynolds.) What was your rate of pay at the time you were discharged?

A. About 59 cents an hour, I think it was, I am not sure.

Q. How many hours a week were you working?

A. I don't know. Anytime we sold anything we worked quite late. Our regular hours I think were seven.

Q. Do you remember your average weekly check?

A. No, I don't, but our regular hours at that time were around fifty-four hours, I think they were, a week.

Q. Fifty-four hours a week?

A. Or about fifty, something like that.

Q. You made some overtime?

A. Absolutely.

Q. How much overtime?

A. Well, I don't know, it would average I could say about ten hours a week at least.

Q. Now, during the time that you were away from the Link Belt Company, between September 21st and January 13th, or the day that you returned to work, did you have other work?

A. Well, I had a few weeks of work in between them.

Q. For whom?

A. For a manufacturing company.

Q. What company was that?

216 A. Do I have to answer that?

Mr. Ford: I won't press it unless there is a further issue raised. I think if you are going into it you are bound to press it, counsel, and let us know where he made his money.

Trial Examiner McCarthy: If you claim back pay you will have to disclose where you worked, because that amount is deducted, if it is found by the Board that you are entitled to back pay.

A. It was at the Globe Manufacturing Company.

Q. (By Mr. Reynolds.) The Globe Manufacturing Company?

A. Yes.

Q. How long did you work for them?

A. I should say two or three weeks, I don't remember.

Q. Do you remember how much money you made during the time you worked for the Globe Manufacturing Company?

A. Probably $100.00, say $75.00 to $100.00.

Q. Now, would you be able to get a statement from the Globe Manufacturing Company as to the amount of money that they paid you at any time?

A. Well, I could try.

Q. Will you make an effort to do that?

A. I will make an effort to do that.

Q. And bring that statement in?

A. Yes.

217 Q. Did you have any other work besides your work with the Globe Manufacturing Company during that period?

A. Yes, I had some Musician's work, that is, off and on, for a few dollars a night, just like I have been doing since I worked for the Link Belt Company. Whether I worked for the Link Belt Company or not, I could still do that in the evening, so I don't think that would have anything to do with it.

Trial Examiner McCarthy: But it was earned money. It was so many dollars for the work you did playing music?

The Witness: Yes.

Trial Examiner McCarthy: That is earned money.

The Witness: But regardless of whether I worked for the Link Belt Company or not, I still was earning that money.

Trial Examiner McCarthy: That was outside of your regular hours?

A. This is outside of my regular working hours, it is evening, yes. It is evening work. If I wanted to take a $3.00 job for a night, I would take it, whether I was working for them or not, so I wouldn't say that was money earned.

Q. (By Mr. Reynolds.) Do you have any records to enable you to find out how much you did make in connection with your music during that time?

A. There was not very many jobs, there would be only two or three jobs, and each job paid about $3.00.

218 Q. Would you say that $10.00 would cover the money you earned during that period for your music?

A. I think so.

Q. What jobs did you have?

A. Probably play in some tavern. I never kept track of the dates or anything like that. Somebody would call me up and I would go out on the job. All I knew was the address, and a week later I couldn't tell you what place I played.

Q. Were you paid the same night that you played?

A. Absolutely, the same night.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: How long will it take you to cross-examine this witness?

Mr. Ford: I should say an hour.

Trial Examiner McCarthy: Off the record.

(Discussion off the record.)

Mr. Ford: May the record show that we have deferred cross-examination of this witness, and he is to be recalled at a time convenient to him so as not to interfere with his work.

Trial Examiner McCarthy: All right. We will recess until tomorrow morning at nine-thirty.

(Whereupon, at 5:00 o'clock p. m., Monday, March 14, 1938, the hearing was adjourned to 9:30 o'clock a. m., Tuesday, March 15, 1938.)

219 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

Room 777, United States Court House,
Chicago, Illinois,
Tuesday, March 15, 1938.

The above entitled matter came on for hearing, pursuant to notice, at 9:30 o'clock a. m.

Before:

Hugh C. McCarthy, Trial Examiner.

Appearances:

Stephen M. Reynolds, Attorney, appearing on behalf of the National Labor Relations Board.

Messrs. Pope & Ballard, by Edward W. Ford and William F. Price, 120 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Respondent, Link Belt Company.

Benjamin Wham, and Forest A. King, 231 South La Salle Street, Chicago, Illinois, appearing on behalf of the Intervener, Independent Union of Craftsmen, Local Lodge No. 1.

220 PROCEEDINGS.

Trial Examiner McCarthy: You may proceed.

Mr. Reynolds: Mr. Salmons, will you resume the stand a moment?

Mark this the next Board exhibit.

(Thereupon the document above referred to was marked "Board's Exhibit No. 11", for identification.)

LOUIS SALMONS, recalled as a witness by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Are you the same Mr. Salmons who testified here yesterday?

A. Yes, sir.

Q. I show you this document marked Board's Exhibit 11 for identification, and ask you what that is.

(Handing document to witness.)

A. I can't make this out—

Trial Examiner McCarthy: Keep your voice up, please.

A. This is a statement I signed before Mr. Disser.

Trial Examiner McCarthy: Keep your voice up, I can't hear you.

A. This is a statement I signed when I went back to 221 work, before Mr. Disser.

Q. (By Mr. Reynolds.) Is that the only paper you signed for him at that time?

A. That is the only paper.

Mr. Wham: What is the date on that?

Mr. Reynolds: The date is not here.

Q. (By Mr. Reynolds.) Do you recall when you signed it?

A. I can't say just the date, but it was two or three days before I went back to work.

Mr. Reynolds: That is all.

I offer in evidence BOARD'S EXHIBIT 11.

Mr. Ford: Mr. Examiner, the Respondent desires, of course, to have that document made a part of the record, but unless the entire file is made available, I think the receipt of the document marked Board's Exhibit 11 would be objectionable in that it is not complete, it does not disclose the entire situation concerning the settlement of Mr. Salmons' case in December, 1936, but merely one portion of it, which is entirely self-serving in these proceedings. It is hearsay so far as the Respondent is concerned. It is a matter solely between this witness and someone else, not in the presence of the Respondent, and unless the whole file is made available with respect to this particular situation, I don't believe the document in question would be useful.

I would like to have this document in if the Board 222 wishes it, but I should also like to have the complete file in so that we can all know exactly what transpired at the time Mr. Salmons went back to work in December, 1936.

Trial Examiner McCarthy: What is your position on that?

Mr. Reynolds: I think that is a ridiculous request.

In the first place, I have taken from the testimony of this man exactly what transpired. So far as I know, in

this country you can't take away a man's rights without his consent, especially when it is an informal kind of proceeding, and there is no formal hearing.

Mr. Ford: In spite of the fact that he considers it to be ridiculous, he misses the point entirely. There were negotiations in this case of Mr. Salmons before the Board, not out on the street corner; not only between Mr. Salmons and this Board but between the Respondent and this Board; and unless the Board is willing to play the game fairly by disclosing the whole story, I think we cannot properly have just one certain document here. We would like to have the whole thing in.

There is no point in fishing out one thing which will be self-serving, as Mr. Reynolds knows, and cover up or attempt to cover up the whole story. The Board is the only one who has access to those files.

Trial Examiner McCarthy: Insofar as it is mate-
223 rial to your case you can call any witness you may desire to give material testimony bearing on the issues of the case.

Off the record.

(Discussion off the record.)

Trial Examiner McCarthy: The request to subpoena the files of Mr. Salmons' covering that period in which an effort was made by mediation to reconcile the differences between Salmons and the Respondent will be denied.

Mr. Ford: That places the Respondent in this position, Mr. Examiner, unfortunately, and it is nobody's fault, it just happened to be, that the then Regional Director of the National Labor Relations Board for the Thirteenth Region is not available in this proceeding. I don't know where he is.

Trial Examiner McCarthy: Probably the Director himself had nothing directly to do with the case.

Mr. Ford: Unfortunately the fact is, in order for the Respondent to establish its proof in this instance by the testimony of witnesses, it will be necessary to produce on the stand the then Regional Director of the Labor Board, who was the moving spirit so far as this Respondent is concerned.

Trial Examiner McCarthy: I would suggest—

Mr. Ford: I don't know where he is now.

Trial Examiner McCarthy: Mr. Berry could testify as to his understanding, if he wishes to, and if the Board

wishes to repudiate that it may do so. That would
224 be the simplest way to handle it.

Mr. Ford: I understand, but here we are faced with a document which for clarity's sake requires oral testimony reciting a transaction of a year and a half ago.

Trial Examiner McCarthy: This witness testified that he signed a release.

Mr. Ford: That is right.

Trial Examiner McCarthy: In order to clarify what he actually did sign, counsel produces this exhibit, which will be received.

(The document, heretofore marked "BOARD'S EXHIBIT NO. 11", for identification, was received in evidence.)

Mr. Ford: May I request then the issuance of a subpoena for Louis J. Disser, referred to by Mr. Salmons in his testimony. Mr. Disser acted, I believe, as a field investigator or—

Mr. Reynolds: Yes.

Mr. Ford: —field representative.

Mr. Reynolds: Yes, that is right.

Trial Examiner McCarthy: How do you spell his name?

Mr. Ford: Louis, L-o-u-i-s J. D-i-s-s-e-r.

Mr. Reynolds: Mr. Examiner, may I interrupt to say that on second consideration of this matter, in order to avoid the necessity of calling Mr. Disser, who I be-
225 lieve will be out of the City for some time—I believe he leaves today—I am willing to introduce into evidence the files in the closed case involving Mr. Salmons. I believe Mr. Novak's case is also included in it. I will introduce both in evidence, but it has never been done before so far as I know.

Mr. Ford: I think that is very kind of Mr. Reynolds. I appreciate it. I really feel it is material to the Respondent's case. I would like, however, to press my request for Mr. Disser's subpoena. I should also like a subpoena for Mr. L. W. Beman, whose address I do not know, but I believe that it is some place in Ohio, perhaps Cincinnati—

Mr. Reynolds: I think so.

Mr. Ford: (Continuing.) —who will be called to testify concerning conferences, negotiations. and other substantative matters relating to the matters which the witness Salmons has testified to, which occurred between September 21st and December 21st, 1936, and concerning

which the witness Novak testified which occurred within the same general period, from September, 1936 to January, 1937, and also with respect to certain circumstances concerning the allegations of the complaint insofar as they relate to one Nels Carls Sorensen; and the Respondent would propose to use the witnesses for which subpoenas have been requested solely on the issues of the alleged discriminatory discharge of the three complainants
226 named, Novak, Salmons and Sorensen, and on no other issue.

Trial Examiner McCarthy: The request for the subpoenas is denied. You may proceed.

Mr. Reynolds: That is all, Mr. Salmons.

Mr. Ford: In view of the denial of the request for subpoenas, the Respondent asks leave to present an offer of proof consisting of a statement of facts to which Mr. Disser and Mr. Beman would testify should they appear here in response to the subpoenas which were refused the Respondent.

Trial Examiner McCarthy: You can make your offer of proof.

Mr. Ford: Thank you. Is that all?

Mr. Reynolds: That is all with this witness.

Cross-Examination.

Q. (By Mr. Ford.) Mr. Salmons, who was present at the time you signed this document which is marked Board's Exhibit No. 11?

A. Nobody, only Disser and myself.

Q. You and Mr. Louis Disser?

A. Yes, sir.

Q. And was this signed in the offices—

A. In the office.

Q. (Continuing.) —the Regional office of the Labor Board in Chicago?

227 A. Yes, sir.

Q. That is a mimeographed or appears to be a mimeographed form of withdrawal, is that correct?

A. I couldn't say.

Q. Typewritten or mimeographed, or typewritten with typewriter type.

A. I don't know how it was printed, all I know is that he read it to me and I signed it.

Q. Now, this action was filed, according to this doc-

ument, on the 10th Month, the 2nd day, of 1936. That is the date, is it not, that it bears as the date that the action was filed?

A. No doubt it was, because he called me down there just two or three days before I went back to work.

Q. I call your attention to the third line of the withdrawal, being this document marked Board's Exhibit 11, and it says "Action filed," is that correct?

A. That is right.

Q. And what is the notation following the words "Action filed"?

A. I don't see what you mean.

Q. Would you read that (indicating)?

A. 10/2/36.

Q. In other words, that is 10/2/36?

A. 10/2/36, yes.

228 Q. And you signed this document, although it is not dated, just a few days before you went back to work on the 21st of December?

A. Yes, sir.

Q. Which would be around the 18th, perhaps, or thereabouts?

A. I say, I went down there during the week and I went to work on the following Monday. I don't know just what day of the week it was.

Q. Did you testify yesterday that you did not file those charges or authorize the filing of charges on your behalf, setting forth that you were reemployed on the sole condition that you never belong to any union at any time or place? You never filed such charges?

A. No.

Q. You never authorized anybody to file any such charges in your behalf?

A. Well,—

Trial Examiner McCarthy: Just a minute, the witness testified that the constitution of his union provides that form of action, as I understand it.

Q. (By Mr. Ford.) Do you have any explanation of the fact that between the middle of the month of December, 1936, and the month of March, 1938 that no action was taken with respect to your case so far as filing charges were concerned?

A. No, not as I remember.

229 Q. At any time between the time you went back to work in December of 1936 and the time that the complaint was issued in this case did you ever request

Mr. Berry or any other official of the Link Belt Company to pay you your wages for the period from September 21 1936 to December 21, 1936?

A. Myself, I never have, but that was up to the Labor Board.

Q. That was up to the Labor Board?

A. Yes.

Q. You don't know what arrangements were made between the Labor Board and the Link Belt Company with respect to your going back to work?

A. I do not.

Q. You never made any request yourself to the company?

A. No.

Q. Do you know whether Lodge 1604 ever made any such request?

A. The Lodge did not, it was up to the Labor Board to take care of the case.

Q. In other words, the whole thing, so far as you were concerned, was in the hands of the Labor Board, and you understood that any arrangement made between the Board and the Link Belt Company was satisfactory to you?

A. Well, no, I don't say I do.

Q. Well, did you understand that some arrange-
230 ment had been made?

A. I understood there was an arrangement made that I would go back to work, go back to work under certain conditions.

Q. And the conditions were that you would not lose your seniority?

A. That is right.

Q. That you would not be prejudiced in your vacation rights?

A. That is right.

Q. And you would receive the advantage of the pay increases which had gone into effect during the period from September 21st to December 31st?

A. That is right.

Q. And were there any other conditions?

A. Not to my knowledge.

Q. And upon those conditions you then went back to Mr. Berry at Mr. Disser's suggestion and told him you would like your job back?

A. I asked for my job.

Q. And you got it?

A. I did.

Q. That is all there was to the story?
A. Yes, sir.
Mr. Ford: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Did you have any conver-
231 sation with Mr. Disser about the matter of your back pay?
A. I think I asked him about the back pay, and he told me to go back to work, and he says, "Well, the case can be reopened". That is the way that I remember it, as near as I remember it.
Q. And when you signed the withdrawal of the charge was it with that understanding?
A. It was with that understanding, yes, sir.
Mr. Reynolds: Yes. That is all.

Recross Examination.

Q. (By Mr. Ford.) Was it your understanding that you would reopen the charges if you didn't get back pay?
A. It was my understanding when this case come up that naturally I would get back pay.
Q. You mean it was your understanding when this present case came up you would get back pay?
A. Yes, sir.
Q. But I am talking about the time that you were in Mr. Disser's office, on the day that he suggested that you go back to Mr. Berry and ask for your job; was it your understanding at that time that Mr. Disser was going to suggest that you get back pay?
A. It was my understanding from the time I started in the union if I would get fired and was rehired I would get back pay.
232 Q. You didn't get back pay?
A. I haven't yet.
Q. I mean, when you went back.
A. No.
Q. You never asked for it, did you?
A. That was up to the Labor Board to handle it.
Q. In other words, you placed it in the hands of the Labor Board?
A. With the Labor Board, yes.
Q. With the understanding that they would do the best they could for you?

A. That is right.

Q. When they got you back to work that was the end of the story, was it not?

A. No.

Q. Did Mr. Disser say that one of the conditions of your going back to work was that the company was to pay you back pay?

A. We brought up that question, or I brought up—

Q. You can answer that yes or no.

A. Yes.

Q. He told you that one of the conditions of your going back was that you were to be paid back pay?

A. I understood when I went back to work I would get back pay.

233 Q. Did Mr. Disser tell you that?

A. I don't know that he did, no, right out in words. I don't just remember what the words were at the time.

Q. What I am trying to get at, Mr. Salmons, and maybe I can shorten it up, is: This back pay idea, was that something that Mr. Disser told you or something that you had carried in your mind from the very beginning?

A. I am almost sure that we talked about it at the time, I don't just remember how it was, but I went back with the understanding that I would get back pay.

Q. Now, when you did not get back pay, did you ever go to Mr. Disser and say, "Now, look here, Mr. Disser, I haven't got my back pay"?

A. Well,—

Q. Did you ever go back to him and talk to him about it?

A. Not at that time, because we were taking a case into court before the Labor Board, and under the rules we thought this thing would all be settled.

Q. A year and a half later?

A. Yes.

Q. What I am trying to get at is, did you ever go to Mr. Disser or to anybody else over to the Labor Board between the time you went back to work in December, 1936, and the time this case came up?

A. Quite a number of times.

234 Q. Did you ever go back and ask why you did not get your back pay?

A. No, we haven't—I remember—well, I guess we have brought that case—that question up at times. We have been down there quite a few times at the Labor Board.

Q. How many conferences did you have with Mr. Disser

between September 21st and December 21st, 1936, do you remember?

A. No, not very many.

Q. Would you say possibly two or three?

A. Oh, no, maybe not that many, maybe one.

Q. One. You must have talked to him more than once. You saw him when you filed your charges, did you not?

A. Yes.

Q. Then you saw him when you signed this document marked Board's Exhibit 11?

A. I understood you to mean between those two times.

Q. I beg your pardon?

A. I understood that you meant between those two times.

Q. In other words, you understood that Mr. Disser or some representative of the Regional office of the Board met somebody from the company between those times?

A. Yes.

Q. And did you understand that some agreement or settlement—

Trial Examiner McCarthy: You asked the witness 235 how many times he had seen Mr. Disser?

Mr. Ford: Yes.

Trial Examiner McCarthy: I think he misunderstood you.

Q. (By Mr. Ford.) I mean, how many times did you see Mr. Disser in that period?

A. I saw him when I filed the charges, when I went down the first time. I think I seen him maybe once or twice between that and when I went back to work.

Q. So there would be a total of three or four times when you met Mr. Disser?

A. Probably.

Q. Did Mr. Disser report to you when you went back the progress that he was making, if any, with the company?

A. No, the only time I went down there—I probably dropped in there a time or a couple of times in that time.

Q. Now, when you went back to see Mr. Disser the second time, what did he tell you?

A. I don't just remember.

Q. Did you have any conversation with him regarding your case, what was being done about it, how he was getting along?

A. Probably that was the business down there, but I don't just remember. There was just two men in the

Labor Board at that time and they were very busy, and everything moved very slowly.

Q. Did you talk to Mr. Beman about your case?

A. Beman, no.

236 Q. Did you talk to Mr. Bertha about your case?

A. Not that I know of, I don't know him.

Q. Did you ever talk to Mr. Cranefield about your case?

A. Cranefield, I don't know him.

Q. Did you ever talk with any other person at the Labor Board about your case?

A. There have been quite a few that we have talked to.

Q. I am referring back to this period back in 1936.

A. No, no.

Q. Disser was the only one with whom you discussed it, is that it?

A. The only one.

Q. The third time you went back to see Mr. Disser, what did you say to him and what did he say to you about your case?

A. I don't remember what it was at that time, it has been quite a while ago. I may have went in there and asked him, "What are you doing?" and he said, "Well, we haven't got to it yet," or something like that.

Q. Did he at any time tell you that he had been in touch with the management about your case?

A. Not until I went back to work, not to my knowledge.

Q. When you went back to see him a few days before you returned to work, did you go in at his request, or did you just happen to go in?

A. He called me.

237 Q. What did he tell you over the telephone?

A. He told me to come down to the Board, he wanted to see me.

Q. You went down?

A. I went down.

Q. What did he tell you when you got there?

A. He told me I was to go back to work on Monday, go out and ask Berry for my job, as I have told it over and over.

Q. Did he tell you that he and Mr. Berry had come to an understanding in your case and settled it?

A. He didn't tell me about the case, how the case was settled, but he told me the conditions I would go back to work under.

Q. Those conditions were that you would not lose your

seniority rights, your vacation rights and you would have the advantage of any pay increases?

A. And that I would go back on the same old job.

Q. The same old job?

A. Yes, sir.

Q. What time was that conversation with Mr. Disser, do you remember?

A. It might have been in the afternoon, I don't just remember.

Q. Was anybody else there when you talked to him?

A. Nobody else.

238 Q. Did he tell you anything at that time about your rights to reopen the case? Did he talk to you about that subject?

A. He did.

Q. Do you remember what he said about that?

A. Well, he read that slip there (indicating).

Trial Examiner McCarthy: Referring to Board's Exhibit No. 11.

Mr. Ford: Referring to Board's Exhibit 11.

The Witness: Yes.

Q. (By Mr. Ford.) Now, just what did he tell you about reopening the case? Did he tell you under what circumstances you could reopen it?

A. No.

Q. Did he say anything to you about the fact that you could reopen this case if they did not treat you right at the plant?

A. No.

Q. Did he say anything to you about the reopening of the case if they fired you again?

A. No.

Q. Did he say anything to you about reopening the case in the event they did not give you back your vacations?

A. No.

Q. Or if they did not give you back your seniority rights?

A. No.

Q. Or if they did not give you the benefit of the 239 rate increases?

A. No.

Q. Or if they did not pay you back pay for the time you were off?

A. No.

Q. In other words, he said this, you can reopen or re-file this action at any time?

A. That is right.

Q. Just generally, without any reference to any particular circumstances?

A. Yes. I was led to believe by his statement that I could reopen the case at any time.

Q. In other words, whenever you felt like it?

A. Whenever I felt like it.

Trial Examiner McCarthy: By that you mean that he could file charges, don't you?

Mr. Ford: That he could file a charge, that is right, I have been a little careless in my language. The language is, "I desire to withdraw the action as stated above. It is understood that I may re-file the same at any time."

Trial Examiner McCarthy: That relates only to the charge.

Mr. Ford: The word "charge" is not mentioned, it is called "action".

Trial Examiner McCarthy: You know in practice
240 under the Act—

Mr. Ford: It would be the charge, yes.

Q. (By Mr. Ford.) Did Mr. Berry say anything to you when you went back to see him about getting your job about your vacation rights?

A. Yes.

Q. What did he tell you about those?

A. He said I would get my vacation rights.

Q. And did he say anything to you about your seniority?

A. He said that I would go back—I don't think that that come up, the seniority rights, I don't remember it.

Q. Did he say anything about what would be done about the pay increases that had been put into effect while you were away?

A. He did.

Q. What did he say about those?

A. He said I would get the increases in wages and vacation rights.

Q. Did he say anything to you about paying you your wages for the time that you were off?

A. No.

Q. And you did not say anything to him about that?

A. I did not.

Q. Yes.

Mr. Ford: I believe that is all.

241 Trial Examiner McCarthy: That is all.

Mr. Reynolds: That is all.

(Witness excused.)

PETE SOLINKO, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) State your name.
A. Pete Solinko.
Q. What is your address?
A. South California, 2514.
Q. Are you employed by the Link Belt Company?
A. Yes, sir.
Q. How long have you worked there?
A. I have been working over a year, the past year.
Q. About a year?
A. Not quite fourteen months, something like that.
Q. Now, you have a son that works there, too?
A. Yes.
Q. What is his name?
A. Frank Solinko.
Q. When did Frank start working for Link Belt?
A. I don't remember now, I think April, or something like that, I don't know, or May.
242 Q. Was it last year?
A. 1936.
Q. (By Trial Examiner McCarthy.) 1936 or 1937?
A. 1937.
Q. (By Mr. Ford.) What month was that?
A. I don't know.
Q. (By Mr. Reynolds.) You said May, didn't you?
A. April or May, something like that, I don't remember.
Q. Did you have anything to do with getting your son a job at the Link Belt Company?
A. No.
Q. Did you help Frank to get a job?
A. Yes, I helped him.
Q. What did you do?
A. Well, I asked about four months for a job over there, and he said he ain't got no chance.
Q. You asked whom?
A. The foreman of the employment office over there.
Q. The employment manager?
A. Yes, sir.
Q. You were in the employment office?
A. Yes, we call him Stanley, I don't know his name.
Q. Stanley?

A. Yes.

Q. Was that Mr. Staske, the employment manager?

243 A. Yes, sir.

Q. What did you say to Stanley?

A. He says no chance before that. He says nothing, no got, no chance. That was before that trouble started with the union, before they started to organize the union over there, and after they started to organize the union I was there and I asked him again.

Q. Now, what union do you mean?

A. I don't know what union you mean.

Q. Do you know the C. I. O.?

A. Yes, sir.

Mr. Ford: I still don't know what was said.

Trial Examiner McCarthy: We will get that out of him.

Mr. Ford: Maybe I did not hear the answer.

Trial Examiner McCarthy: He has not said anything yet.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) What union do you mean? Stanley said there was no chance to get a job for Frank, because why?

A. Before he says that way. After my boy go there and signed for a job, to get an application, about four or five months, Stanley told me, "You are an older man".

Q. Referring to you?

A. Yes.

Q. You are an older man?

244 A. Yes, sir. He comes and says, "Stanley wants to see you tomorrow in the office."

Q. Frank said that?

A. Yes, he say to me.

Q. Yes.

A. The next day I go over there, and already in the office my boy over there.

Q. Frank was in the office?

A. Yes.

Q. Yes.

A. I say to Stanley, I say, how soon you get a chance, how about a chance.

Q. How about a chance for a job?

A. He say nothing doing, filled up. He say, "Do you know the C. I. O., is it pretty strong?"

Q. Who said that?

A. Stanley.

Q. Stanley said that?

A. Yes, he say, "Are you getting the C. I. O. pretty strong?"

I say, "I don't know what you mean."

He say, "Did you sign for union?"

I say, "No".

And he say, "No sign any kind of union here?"

I say, "No."

245 He say, "You had better sign up."

I say, "How should I sign up, for what?"

He say, "You know John Kovatch?"

Q. Stanley says, "You know Kovatch"?

A. Yes. I say, "No."

He say, "He is a big fellow, he used to be inspector in the steel foundry."

I say, "I don't know, I don't know him."

He say, "Well, the boy stay here in the office, while you see John Kovatch."

Q. Frank stayed in the office?

A. Frank stayed in the office, you see John Kovatch.

Q. (By Mr. Ford.) Did you see John Kovatch?

A. They told me—

Trial Examiner McCarthy: You can cross-examine him later.

Q. (By Trial Examiner McCarthy.) Then what did you do?

A. I no go, I go my job back.

Q. What job did you have?

A. Grinder for machine. I started to grind, and maybe about ten minutes John Kovatch come along and another inspector,

Q. Another inspector?

A. Yes, sir. Then he come along with some piece of paper. He say, "What is your check number?" and I

246 told him, and the inspector go on his job, and he stayed with me, and I was listening—

Q. Kovatch stayed with you?

A. Yes, sir. I was working on the grinder, and I was listening, and he say, "Do you want to sign up?"

I say, "Sign what?"

"For union".

"I don't know", I say, "I sign already."

He say, "Who you sign?"

I say, "Some fellow, I forget".

"What did you sign up?"

"Well, I don't know which fellow."

He say, "Do you want to sign up over here? Frank was in the office, he wants to know how you are standing".

Q. Frank wants to know how you are standing?

A. Yes, I know he is there. I am working, and I was listening, and I won't sign up right away, and he says, "You want to sign up right away".

Q. Kovatch said that?

A. We need you fellows right away, because the company wanted to find out who is going to keep on the job.

Q. The company wanted to find out?

A. Who they are going to keep on the job. I say, "I ain't going to sign up right away."

The next morning I go to get a drink over there, and
247 he talk to Mr. Skeets.

Q. Who is Mr. Skeets?

A. The superintendent.

Q. Kovatch talked to Skeets?

A. Yes, he talking over there. I leave the job to get a drink of water down there, and he says, "Pete, come here".

Q. Who said that, Skeets?

A. No, Kovatch. I say, "What do you want?"

He say, "What do you think?"

I say, "I don't know".

He say, "Come on in the office." He called me in the office, and he give me a piece of paper, and he say, "You want to sign your name."

I don't know what I am going to do, I asked him—

Q. Was Skeets with Kovatch when he said that?

A. No, Skeets go. Then Kovatch call me in the office and he say, "Sign your name", in the office.

I say, "I can't sign, I can't write."

He say to sign my name. I sign my name, the letters, and the timekeeper say he fix my address.

Q. The timekeeper fixed up your address?

A. Yes, that is all.

Q. You belonged to two unions then?

A. Yes, if I signed. I know for what I signed, if I sign I want my job. I was four years on steady relief before.

248 Q. Before that?

A. Yes, sir, before I got a job there.

Q. That is why you signed the paper?

A. Yes, sir. That same day he give him the job and put him to work.

Q. What was he doing there in the office?

A. Who?

Q. Frank. You said when you came in Stanley said, "You know Kovatch."

A. Yes.
Q. And at that time you say your boy was in the office, or did your boy come into the office later?
A. No, I find him in the office then.
Q. You found him in the office then?
A. Yes, sir.
Q. What was he doing?
A. He was waiting for me.
Q. Just waiting for you?
A. Yes, sir.
Q. You knew what the paper was that you signed for Kovatch, did you not, the paper you signed, at the time you signed it?
A. No.
Q. Maybe it was something else than you think it was.
A. He say it was some kind of union.
249 Q. Some kind of union?
A. Yes.
Q. Did he say what kind of union?
A. He said inside union.
Q. Inside union?
A. Yes.
Q. You knew when you signed that, you knew you were signing something about an inside union?
A. I wouldn't know I signed for inside union, he say I would keep the job.
Q. At any rate, you signed a paper?
A. Yes, sir.
Q. What did that paper refer to, or what was that paper about, do you know?
A. Some kind small piece of paper, I should sign on there, that is all.
Q. Were there some words on the paper?
A. There was some words over there, I couldn't read that.
Q. You can't read?
A. No, sir.
Q. What did Kovatch say it was?
A. I signed and he says, "O. K.," and I went to work.
Q. I want to find out about this piece of paper. When Kovatch says, "You sign up," what did you see on the paper, if anything?
250 A. No, no, I didn't see me nothing, I can't read it.
Q. What makes you think that that was a paper about an inside union; did Kovatch say so?
A. Yes, Kovatch say it was inside union.

Q. What did Kovatch say?
A. He say, "Sign for the union, I work for this organization."
Q. What organization was it?
A. Independent Union.
Q. Inside union, is that what you mean?
A. That is what he told me.
Q. Independent Union, inside union, the same thing?
A. The same thing.
Q. So your boy went to work that day?
A. He go to work the next day, and he sent him to the doctor the same day.
Q. He sent him to the doctor the same day, and he went on the job the next day?
A. Yes.
Trial Examiner McCarthy: That is all. You may proceed.

Direct Examination.

Q. (By Mr. Reynolds.) Did you join the C. I. O.?
A. I joined the C. I. O. before.
Q. Before that time?
251 A. Yes.
Q. And did you attend the C. I. O. meetings?
A. Yes.
Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Ford.) What is Stanley Kovatch—
A. What?
Q. John Kovatch, is that it?
A. Yes.
Q. What kind of a job does he hold out there?
A. He is some kind of an inspector over there.
Q. Does he come around and look at the work?
A. He was inspecting steel, the different jobs, inspecting; inspector of some kind.
Q. He inspected the steel?
A. Yes. He has a job now up in the office, some kind.
Q. What was your job at that time, a grinder?
A. A grinder.
Q. Do you remember what day this was that you have been telling us about here?
A. No, I no remember the days, I didn't pay any attention to the days.
Q. Do you remember what year it was?
A. It was 1937.

Q. Do you remember what time of the year it was,
252 spring or fall?
A. I think about April or May, something in those two months.
Q. Sometime in May or about that time, in the spring?
A. Yes.
Q. Now, what did this paper look like that you signed in Stanley Staske's office?
A. I didn't sign it in the office of Stanley.
Q. Were you not in Stanley's office when you signed it?
A. I never signed in that office where Stanley was, I signed it in a different office.
Q. What office were you in when you signed it?
A. They had some people—well, the time keeper's office.
Q. In the timekeeper's office?
A. Yes, one man working over there.
Q. Who had this paper that you signed, did the time keeper?
A. No, John Kovatch.
Q. John Kovatch had the paper that you signed?
A. Yes.
Q. Did you tell the time keeper to make it out?
A. He said to make out my address.
Q. He said to make out your address?
A. Yes, because I can't write or read.
Q. Was your son living with you?
A. Yes.
253 Q. Did this paper have your son's address on it, or don't you know?
A. What do you mean?
Q. This paper that you signed.
A. Yes.
Q. Did it have your son's name on it?
A. No, sir.
Q. Can you read it if you did see it?
A. I can't read, I don't know what you mean.
Q. What kind of a looking piece of paper was it?
A. It was some kind of a—something like a receipt.
Q. Looked like a receipt?
A. Yes.
Q. But you don't know what it was?
A. No, sir.
Q. When you signed it, then what happened?
A. I signed it and he asked me my check number, and told him my check number.

Q. Did the time keeper ask you for your check number?
A. No, John Kovatch.
Q. John Kovatch asked you for your check number?
A. Yes.
Q. They asked you for your address?
A. Yes.
Q. You put that on the piece of paper?

254 Trial Examiner McCarthy: He said the time keeper put his address on.

Q. (By Mr. Ford.) I mean, the time keeper put it down?
A. Yes, sir.
Q. What did the time keeper do with the slip which you signed?
A. He gave it to John Kovatch.
Q. He gave the slip to John Kovatch?
A. Yes.
Q. Do you know what he did with it?
A. What?
Q. Do you know what John Kovatch did with it?
A. No, he took it, and he gone.
Q. He took it, and you went back to work?
A. Yes, sir.
Q. How long was it that you had been trying to get a job for your son?
A. Me?
Q. Yes.
A. About four or five months, something like that.
Q. How many times did you go to the employment office there to get him a job?
A. About fifteen times, something like that, twenty.
Q. Fifteen times, something like that?
A. Yes.

255 Q. And when you went to the employment office to talk to Stanley Staske—
A. Yes.
Q. (continuing) —did you ever talk to anyone else out there about getting your son a job?
A. No.
Q. Did you ever talk to Mr. Skeets about it?
A. No.
Q. Never said anything to Mr. Skeets about getting your boy a job?
A. No, sir.
Q. Now, then, let's go back to the time that Mr. Kovatch—how did you happen to go to the office in the first

place? How did your boy happen to go there, if you know?

A. I asked another day over there and he says, Stanley says, we ain't got no chance for him, bring him in sometime, maybe I got a chance.

Q. Maybe he would get a chance to give him a job.

A. Yes, he was there in the morning, and he says he was going to see me.

Q. Frank was there and he said that Stanley was going to see you?

A. He go up there about nine o'clock, and he went back home.

Q. Did you go in the office with him?

256 A. No, sir. I say the next day, "What did you say to Mr. Stanley?" He say, "He is going to see you."

Q. And did he see you?

A. The next day.

Q. Stanley saw you?

A. The next day, they told me to come over again in the office.

Trial Examiner McCarthy: You are talking about Frank?

Q. (By Mr. Ford.) Did Frank tell you that Stanley wanted to see you?

A. Yes, sir.

Q. So the next day you brought Frank with you again and went in to see Stanley?

A. I told him I would be working, I told him to come in at nine o'clock or ten o'clock, and I would be in the office.

Q. So you and Frank were together. Did you see Stanley?

A. The next day I got my finger sore, and I was to see the nurse about nine o'clock.

Q. Was Frank there already when you went to see the nurse about your finger?

A. Yes, sir.

Q. You had asked Frank to come over, didn't you, you told him to be there?

A. Yes, I told him to be there about a job.

257 Q. You went in and got your finger fixed up?

A. Yes, and I went over to Mr. Stanley.

Q. You went over to Mr. Stanley, and Frank was there when you got there?

A. Yes, he was in the office already.

Q. What did you say when you got in and saw Stanley, when you and Frank were there?

A. I asked him—

Q. (By Trial Examiner McCarthy.) You asked Stanley?

A. Yes, about getting a job for my boy, he was here, he come today, and he says, no chance, nothing doing. He asked me about the C. I. O., how the C. I. O. was getting along.

Q. (By Mr. Ford.) He asked you how the C. I. O. was getting along?

A. Yes.

Q. What did you say?

A. I say, "I don't know what you mean."

Q. What did he say?

A. He say, it is pretty strong. I say, "I don't know." I say, "The union, I don't sign no union paper."

Q. (By Trial Examiner McCarthy.) You told Stanley that?

A. Yes. He say nothing, he asked whether I knew one fellow. He asked about John, some kind of a union, I should sign it. He say, "Did you sign it?"

I say, "I don't know what you mean."

He asked me if I know John Kovatch. He told me 258 what kind of a job he had.

I say, "I don't know him."

He told me, "Go ahead and see John Kovatch, and he wait for me here."

Q. Just a minute. Did you talk to Stanley in English?

A. In English.

Q. (By Mr. Ford.) All right, what did Frank say?

A. He didn't say nothing.

Q. Frank was just sitting there listening?

A. Yes, he was sitting there.

Q. Tell us again what it was that John Kovatch told you when he came to see you.

Q. (By Trial Examiner McCarthy.) Then you left the office and you went to your machine and started grinding?

A. Yes, I go on my job and start work.

Q. And about ten minutes later Kovatch comes over?

A. Yes, Kovatch and another fellow, and an inspector come in, another man that works on steel.

Q. (By Mr. Ford.) Did they say anything?

A. Both asked me my check number.

Q. Your check number?

A. Yes.

Q. And did you tell him?

A. Yes, I told him.
Q. What was your check number?
259 A. 1217.
Q. 1217?
A. Yes.
Q. Now, at the time you told him what your check number was, what did you say?
A. That is all, I want to sign up.
Q. (By Trial Examiner McCarthy.) Who said that, Kovatch?
A. John Kovatch.
Q. He said that to you?
A. Yes, sir.
Q. He says, "You sign up?"
A. Yes, sir.
Q. (By Mr. Ford.) Did he tell you what he wanted you to sign up for? Let me ask you this question:
What kind of a job did your boy get? What is his job out there, what is Frank's job?
A. After he signed up the union should give him a job, but he—
Q. What kind of a job has he out there?
A. He is doing work for machinery.
Q. Is he a rod straightener?
A. A rod straightener, something like that.
Q. A rod straightener under Kovatch?
A. No, not Kovatch.
Q. Who is his boss?
260 A. His name, I don't know—
Trial Examiner McCarthy: You don't know, that is all.
The Witness: Some kind of a Bill.
Q. (By Mr. Ford.) Bill somebody?
A. Yes, I don't know his name.
Q. What else did Mr. Kovatch say?
A. He say sign it. I say, "I ain't got any time".
He say, "I want to find out about where you stand."
He say, "Your boy is waiting in the office."
I didn't want to sign up, and I say, "No, I no going to sign nothing."
Then he call me in the office, and I go there, and he say, "Sign your name."
Q. Do you know whether you actually ever signed up with the Independent Union?
A. I don't know, he told me I should sign up, and I signed up.

Q. But you don't know what you signed for?
A. No.
Q. When did Frank go to work? Do you remember what date?
A. I don't remember what date because I am working, I didn't pay no attention, I don't know what month it is, because I know he is going over there every month.
Q. Did Frank ever come to you and tell you that the only reason that he got the job was because you signed up
261 with the union?
A. No.
Q. What did Frank tell you?
A. He no told me nothing.
Q. How did you happen to think that was the way that he got the job?
A. Because Stanley say I should go and see John Kovatch, and John Kovatch wanted to find out how I stand.
Q. What is that?
Q. (By Trial Examiner McCarthy.) Wanted to find out where you stand?
A. Yes, sir.
Q. Kovatch said that?
A. Yes, that is what he told me.
Q. (By Mr. Ford.) What did John Kovatch have to do with getting your boy a job? Did he have anything to do with getting your boy a job?
A. He don't say nothing to me.
Q. Did Kovatch go back and talk to Stanley?
A. I don't know.
Q. Did you go back and talk to Stanley?
A. No, sir.
Q. Did you go back and talk to Frank?
A. No, I don't talk to nobody.
Q. You don't know what happened how he got the
262 job, or rather Frank already then had the job?
A. No.
Q. You don't know that?
A. No, when I come home I ask him if he give him a job, and he says, "I don't know, he say he send me to the doctor the next morning at nine o'clock."
Q. You don't know whether Frank already had been given a job before that time or not?
A. No.
Q. You don't know whether he was hired or whether he was not hired?
A. No, sir.

Q. Or whether he was hired before you talked to John Kovatch or after you talked to John Kovatch?
A. I told you before, no.
Q. Do you know when Frank left the office?
A. No.
Q. Do you know how long he stayed there after you left?
A. No.
Q. Is your son here in the hearing room?
A. What?
Q. Is Frank here?
A. Yes, sir.
Q. (By Trial Examiner McCarthy.) Frank is here?
A. Yes.
263 Q. (By Mr. Ford.) Which one of these men is your son?
A. Over there (indicating).
Trial Examiner McCarthy: Which one is Frank Solinko?
(A man in the rear of the room stood up.)
Q. (By Mr. Ford.) Do you still want him to work there?
A. No, I got laid off.
Q. (By Trial Examiner McCarthy.) Now, wait. Do you want Frank to work out to the plant?
A. I don't understand what you mean.
Q. (By Mr. Ford.) You wanted him to get the job at that time?
A. Yes.
Q. Do you still want him to have a job?
A. Yes, I want him to have the job.
Q. When there is work available, do you want to work, whenever there is anything to do? You are laid off right now, aren't you?
A. No, no, I got off about January 15th.
Q. Are you working now?
A. I work now for the relief.
Q. (By Trial Examiner McCarthy.) You work now for the relief?
A. Yes.
Q. You don't work for the plant any more?
A. No.
264 Q. (By Mr. Ford.) When there is work out there and things pick up, do you want to go back?
A. Yes.
Q. You haven't anything against the plant, have you?
A. No, sir.

Trial Examiner McCarthy: We will have a five minute recess.

(A short recess was taken.)

Mr. Reynolds: Have you any more questions?

Mr. Ford: I have a few more questions.

Q. (By Mr. Ford.) Did you ever pay any dues in the Independent Union, the inside union?

A. Yes, the inspector come every month through, and he say if I want to save the job I had better pay, I would have to pay, and I pay.

Q. He said if you want to stay on the job you would have to pay dues?

A. Yes, sir.

Q. Who told you that?

A. I don't know his name.

Q. Do you know who he is, where he works?

A. He comes by John Kovatch, the inspector over there, he is the same man that come with John Kovatch.

Q. (By Trial Examiner McCarthy.) That came with John Kovatch the first time?

265 A. Yes. He say, "You are going to pay dues if you want to stay here."

Q. (By Mr. Ford.) That was not John Kovatch?

A. No.

Q. That was some man who was with John Kovatch the first day?

A. The same man, the same man who come and asked if I want to sign up.

Q. You don't know what his first name is?

A. We call him Louie.

Q. Louis?

Q. (By Trial Examiner McCarthy.) What work does he do, do you know?

A. He is an inspector on the steel, some place, we work in the same room.

Q. (By Mr. Ford.) And do you pay dues in the C. I. O.?

A. I do one time.

Q. Just one time?

A. I can't pay both because all the time if I want to stay on the job I would have to pay inside Independent Union dues. I refuse to pay and the inspector say, "If you get one month behind in your dues, you will see how you don't stay long on the job."

Q. What does the inspector do?

A. He inspects the steel, that is all I know.

266 Q. Is he your boss?
A. No, he is not my boss.
Q. Is he anybody's boss?
A. No, sir.
Q. He is just an employee like you are?
A. Yes, sir.
Trial Examiner McCarthy: He said he is an inspector.
Mr. Ford: Yes, that is right.
The Witness: He is an inspector.
Q. (By Mr. Ford.) He just goes around and looks at the steel and inspects it?
A. He collects the dues. There are a lot of men pay him dues.
Q. He is the collector for the Independent?
A. Yes, and he come and tell me every month if I no pay I no stay longer on the job.
Q. Did the C. I. O. tell you you had better join up with them or you wouldn't get a job?
A. No.
Q. They did not?
A. No, sir.
Q. When did you join the C. I. O.?
A. I joined the C. I. O. I believe some time in 1937.
Q. In 1937?
A. Yes.
267 Q. At the same time you signed up with the other?
A. No, about a month later.
Q. About a month later?
A. Yes, sir, in the month, late.
Q. In other words, you joined the C. I. O. after you signed up with the Independent?
A. No, I join first to the C. I. O.
Q. You joined first with the C. I. O.?
A. Yes.
Q. About a month before?
A. Yes.
Q. Is your boy, Frank, still working out there?
A. He is still working.
Q. Do you know whether he is a member of the C. I. O.?
A. What?
Q. Is he a member of the C. I. O.?
A. Yes, he is a member of the C. I. O.
Q. He belongs to the C. I. O.?
A. Yes.
Q. Do you know when he joined?
A. Who joined?

Trial Examiner McCarthy: You can develop that with that witness, can't you? It is hearsay on his part.

Mr. Ford: It is hearsay.

Trial Examiner McCarthy: It may be the best
268 evidence at that, though.

Mr. Ford: May we go off the record for a moment?

Trial Examiner McCarthy: Yes.

(Discussion off the record.)

The Witness: The inspector told me, he say—or I told him, I say, I can't pay dues, we can't get no conditions, we can't get no meetings, we can't get nothing over here.

He says, "All right, you wait until 1938, we are going to check off every man here, and we will chase everyone from here that don't pay dues."

Q. (By Mr. Ford.) That is what that fellow Louie told you?

A. Yes, sir, that is, who belong to the C. I. O.

Q. They are going to have a check off?

A. The company is going to have a check off, he say, it is not very long, he say, and if you want to stay on your job you pay dues; you had better stay away from the C. I. O. and you will have a job steady.

Q. Did Louie say anything to you that you had better join because everybody in the plant was going to have to join?

A. No, John Kovatch told me about six hundred members, he got it already. That is why I signed. He say, "Why don't you want to sign, we have six hundred members here."

Q. Did he say anything about a closed shop? Do you know what a closed shop is?

A. Yes. He no say me nothing.

269 Q. He just said to pay dues?

A. Yes.

Trial Examiner McCarthy: Louie said there was to be a check-off.

Q. (By Mr. Ford.) I mean Louie.

A. Yes.

Q. Did Louie say anything about a closed shop?

A. No, he never say nothing.

Q. Only you had better pay dues?

A. He say the company is going to check off everybody, so it is the C. I. O. which is going to get dropped out. I say, "I no believe that."

He say, "You wait until 1938."

Q. He said you will have to wait until 1938 and everybody will have to pay dues?

A. He say, "If you don't pay dues in the inside union everybody get away from job."

Q. Do you know whether Louie is an officer in the inside union?

A. I don't know. I know only one thing, he collect dues.

Q. He is a collector?

A. That is all. He got it some kind of a seal, like a seal, and he put a sealing on it, and I pay 50 cents.

Q. (By Trial Examiner McCarthy.) He stamps a little receipt?

270 A. Yes.

Q. (By Mr. Ford.) He stamps a little receipt and give it to you? Does he give you a receipt?

A. No, he give me a book, and he just put in the book.

Q. Just put the stamp in the book when you pay?

A. Yes.

Q. Does Louie work in the same department you do?

A. The same.

Q. How far away from you does he work?

A. Oh, he working—he no working in the same place, he go all around.

Q. (By Trial Examiner McCarthy.) He is an inspector?

A. Yes.

Q. (By Mr. Ford.) And he goes around in that department?

A. Yes.

Q. Do you know whether Louie is still working at the plant?

A. I left him over there when I got laid off, I never see him.

Q. You don't know whether Louie was fired or what happened to him?

A. No, I don't know. I left him in the shop after I got laid off.

Q. Did anybody else ever tell you that you had to pay dues in the union in order to keep your job?

A. John Kovatch.

271 Q. John Kovatch told you?

A. I pay him one time, yes.

Q. What did John Kovatch tell you?

A. He told me I had to pay dues every month.

Q. He said you had to pay dues every month?

A. Yes, I don't know for who. I give him them one

month. He say, "You know that inspector", he say, "You are going to pay every month if you want to stay on the job here."

I say, "All right."

That is what I told him.

Q. John Kovatch is not your boss, is he?

A. No.

Q. Who is your boss?

A. His name is Bill, I don't know his second name.

Q. Bill Morely?

A. I don't know what is his second name. There are three bosses where I started to work, one Bill, I don't know what they call the other one, Mr. McKinley, something like that, and then another one, the big boss.

Q. McElroy?

A. I don't know his name.

Q. Did Bill ever tell you you had to pay dues?

A. Who is Bill?

Q. Your boss.

A. No, sir.

272 Q. Did this Mr. McKinley or McKinney ever tell you you had to pay dues?

A. Nobody only John Kovatch.

Q. Just John Kovatch?

A. Yes, sir.

Q. Did Mr. McKinney—

A. Yes, he was my boss before that.

Q. Did Mr. McKinney ever tell you that you had to pay dues?

A. No, he never say nothing.

Q. Did any boss ever tell you you had to pay dues?

A. No.

Q. Now, tell me some more about Louie and his activities, when you say Louie came up to you and told you you had to pay dues, you had better pay your dues if you wanted to stay on the job.

A. Yes, I was working on the job, and he come and told me every month.

Q. (By Trial Examiner McCarthy.) Were you working on the job?

A. Yes, I was working on the job.

Q. (By Mr. Ford.) Was anybody else around there when he told you that?

A. Some of my buddies grinding across from me.

Q. Some of your buddies grinding across from you?

A. They never heard that, because he just told me.

273 Q. He just came to you and told you?

A. I told him I refuse to pay dues, I don't want to be noticed. He say the company is going to have a check off and every member is going out that don't pay dues, if you want to save your job you pay dues; if you don't pay dues, you get out of here.

Q. Did Stanley Staske ever tell you you had to pay dues?

A. No, sir.

Q. Stanley Staske never told you that you had to pay dues?

A. No, sir.

Q. Did the time keeper ever tell you?

A. No, sir.

Q. Nobody but John Kovatch? And Louie?

A. John Kovatch, and Louie.

Q. Those are the only ones?

A. Those two.

Q. Nobody else?

A. Nobody else.

Mr. Ford: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Did you see John Kovatch or this other man collect the dues, collect from anybody else besides you?

A. I saw two men pay John Kovatch at the time I pay, I don't remember—two guys pay at the time I do, I 274 don't know their names.

Q. (By Trial Examiner McCarthy.) You don't know their names?

A. I forget even their face. I pay him. He say "the next time you pay the inspector."

I say, "I don't know him."

He say, "The inspector works over there in the same department, Louie."

I say, "All right."

Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Ford.) Was your boss standing there when Louie came around to you?

A. What boss?

Q. When Louie came around and said you had to pay your 50 cents, was your boss there, was Bill there?

A. No, I never seen Bill there.
Q. Was McKinney there?
A. No, sir.
Q. You didn't see them around there?
A. No, I didn't see nobody there.
Q. Nobody was around like that?
A. No, sir. He told me I had to pay dues if I want to stay on the job.
Q. But your boss was not there?
A. No, sir, and he give it to me secret, nobody see him.
275 Q. Nobody heard it, it was a secret?
A. Yes.
Q. Just between you and Louie?
A. Yes.
Q. And you and John Kovatch?
A. Yes.
Q. Nobody else heard it?
A. No.
Mr. Ford: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Are you still employed there?
A. Yes.
Q. (By Trial Examiner McCarthy.) Do you still work out there at the 39th Street plant?
A. No.
Mr. Ford: He is laid off.
Q. (By Mr. Wham.) When were you laid off?
A. January 5, 1938.
Q. Did you stop paying dues to the Independent Union?
A. Yes, after they laid me off I stopped.
Q. Did you pay up to the time they laid you off?
A. I paid one time because they say they give me back work.
Q. In other words, you paid dues up to the time that you were laid off and once afterwards, is that right?
A. Once after that.
276 Q. (By Trial Examiner McCarthy.) Once after you were laid off?
A. Once after I was laid off.
Q. You paid dues?
A. I paid dues, yes, sir, because I think they would put me to work. I was to see Mr. Skeets, and Mr. Skeets say,

"Go ahead and see Mr. Stanley, maybe he will give you some kind of a job outside."

Q. (By Mr. Wham.) Who said that?

A. The superintendent.

Trial Examiner McCarthy: Skeets.

Q. (By Mr. Wham.) Skeets said that?

A. Skeets, he say he has nothing to do with me, he say go over and see Stanley, maybe he find you a job some kind outside.

I go in to Stanley and I say, "I pay dues when I was laid off."

He say, "I don't give a damn if you pay dues, it is your union, the company don't have anything to do with it."

I say, "All right, I will pay no more."

Q. Stanley's contention was that the company does not have anything to do with it?

A. Yes, sir.

Q. Did he say that the company does not have anything to do with that?

277 A. Yes, sir, I said I pay my dues when I was laid off; and he say the company doesn't have anything to do with that.

Q. Did you talk to Stanley after that first time?

A. Yes, I talk to him a couple of more times.

Q. Before you were laid off did you talk to Stanley after Frank was employed? Before you were laid off?

A. No.

Q. In other words, the first time you talked to Stanley after Frank was employed, Stanley told you the company had nothing to do with the union?

A. Yes.

Q. (By Trial Examiner McCarthy.) That was after you were laid off?

A. That was after I was laid off, yes. I asked him—I say, "It is pretty hard to lay off, I was poor people, me and my wife, I no can pay the rent or nothing."

I say, "Skeets sent me over here to find out if you give me a job outside."

He say, "There is nothing outside because we are going to lay off more people outside."

He say, "We will call you up the first job we have got open."

That is what he told me.

Mr. Wham: That is all.

Redirect Examination.

278 Q. (By Mr. Reynolds.) How much dues did you pay, Mr. Solinko?

A. I pay him eight times.

Q. (By Trial Examiner McCarthy.) Eight times, how much each time?

A. 50 cents.

Q. 50 cents you paid eight times?

A. Yes, sir.

Trial Examiner McCarthy: All right.

Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Ford.) Just a couple of more questions. Do you know why you were laid off?

A. What?

Q. Do you know why you got laid off in January, why you were laid off down here in January?

A. In January?

Q. Why, yes.

A. I don't know, nobody say anything.

Q. You were just laid off?

A. I was laid off. The time keeper come where I was working on the job, and he say, "They want you in the office."

I got in the office, and there was about three guys in there altogether. He say, "Pete, I am sorry for you, your work is all right, you are a good guy for work, I ain't
279 got no kick, you have to be laid off."

What am I going to do, I don't know, he say, "I have orders to lay you off, you come in the office and get your pay."

I go in the office with Stanley, Mr. Stanley say, "O. K. what you want?"

I said they said they sent me over for some pay.

He say, "Yes", and he looks around and took my pay and another guy's pay. He say, "That is two pays for you, you paid for tomorrow, it is pay for two days you worked. When we get a job we will let you know, sign your name and address over here."

That is what he told me.

Q. Were there others that got laid off too?

A. Yes.

Q. And then, as I understand it, Pete, you went over to see Stanley?

A. Yes, sir.
Q. Skeets told you to go over and see Stanley?
A. No, no.
Trial Examiner McCarthy: That was sometime later.
The Witness: Bill, the boss.
Q. (By Mr. Ford.) Bill, your boss?
A. Yes. I say, "Where shall I go?"
He say, "Go in the office and see Stanley."
280 Q. You told Stanley you would like to get a job outside?
A. No, that was a week ago.
Trial Examiner McCarthy: No, that was a week ago; that he was referring to.
The Witness: That was a week ago.
Q. (By Mr. Ford.) That was a week ago?
A. Yes. He said there was nothing there because we are going to lay off some more people.
Q. Lay off some more?
A. Yes.
Q. Who did you tell, having paid your dues you thought you should keep your job? Did you tell that to Stanley?
A. No, I no tell that to Stanley.
Q. Who did you tell that to?
A. Tell what?
Q. Do you remember you said something about paying your dues and you thought you should keep your job, and when he said it didn't make any difference you stopped paying?
A. I told Mr. Skeets after I got laid off, if you have a job of some kind outside for a while.
He say, "I don't know nothing about outside, go in and see Stanley, the employment man."
He says, "If he has got it, he will put you outside, and O. K. for me."
I go and told him I was talking to Mr. Skeets, and
281 Mr. Skeets say I come and see you. I say, "I am paying dues in the inside union and I want a job."
He say, "You can't get a job now because we are going to lay off more people. I don't care whether you pay dues or not, that is your union, the company has nothing to do with that."
That is what he told me. I told him, "How soon are you going to start up?"
He say, "I don't know, when we get a job, as soon as we do, the first job, I will call you."
He say he would call me the first job.

Q. The first open job he would call you to come back to work?

A. That is what he told me.

Mr. Ford: I think that is all.

Trial Examiner McCarthy: That is all.

Mr. Ford: Thank you.

(Witness excused.)

Mr. Wham: May I have Mr. Forest A. King take my place until noon?

Trial Examiner McCarthy: Yes.

(At this point Mr. Wham retired from the hearing.)

FRANK SOLINKO, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

282 *Direct Examination.*

Q. (By Trial Examiner McCarthy.) What is your name?

A. Frank Solinko.

Q. And your address?

A. 2514 South California.

Q. (By Mr. Reynolds.) Are you employed by the Link Belt Company?

A. Yes, sir.

Q. Are you the son of Pete Solinko who testified just before you?

A. Yes, sir.

Q. How long have you worked for the Link Belt Company?

A. Since April 28th.

Mr. King: Talk a little louder, please.

A. Since April 28th, that will be a year this April.

Q. (By Mr. Reynolds.) Now, when did you first apply for a job at Link Belt?

A. Well, I couldn't recall that.

Q. Was it sometime prior to April 28th?

A. It was before that.

Q. (By Trial Examiner McCarthy.) About how long?

A. About two months, something like that, I just couldn't recall the exact time.

Q. (By Mr. Reynolds.) Now, was April 28th a day 283 that you met your father at the company?

A. April 28th, no, that was the day I went to work already.

Q. Talk louder.

Trial Examiner McCarthy: You see, the stenographer has to take it all down.

A. Yes.

Q. (By Mr. Reynolds.) Well, describe how you got the job there. What did you do to get the job there?

A. Well, I went there quite a bit of times, and my dad was supposed to be there to talk to Mr. Staske.

Q. (By Trial Examiner McCarthy.) That is, Stanley?

A. Stanley, about the job.

Q. (By Mr. Reynolds.) Did you hear the conversation, did you hear him talk to Staske, Stanley Staske?

A. A few times.

Q. (By Trial Examiner McCarthy.) Were you there when he talked?

A. Yes, several times.

Q. (By Mr. Reynolds.) Now, the last time before you went to work do you remember what was said between your father and Mr. Staske?

A. I remember his asking about the union when I was over there.

Q. (By Trial Examiner McCarthy.) Who asked?

A. Mr. Staske.

284 Q. What did he say?

A. He asked how strong it is.

Q. Go on, just tell the conversation, what happened.

A. Well, I can't remember the conversation, I didn't pay much attention, but I do remember that he did ask how strong the union was, the C. I. O. He did ask him how strong the C. I. O. was, and then he had a conversation with him then. I didn't pay no attention.

Q. (By Mr. Reynolds.) And then what did you do, did your father stay there in the room?

A. I believe we both left at the same time.

Q. You left with the others?

A. That is right—no, he went and I stayed there and I filled out another application blank, and he looked it over, and he sent me up to the doctor.

Q. (By Trial Examiner McCarthy.) Who looked it over?

A. Staske.

Q. (By Mr. Reynolds.) Then what did he do?

A. He made me fill out an application blank for work. I had one there before, the last time I come there, but he made me fill out another one, and he sent me to the doctor.

Q. How long were you in there after your father left?

A. Long enough to fill out the application blank.

Q. (By Trial Examiner McCarthy.) How long was that?

A. (By Mr. Reynolds.) How long did that take?

285 A. It didn't take over ten minutes.

Q. And then where did you go?

A. I went to the hospital, to the doctor, and got examined.

Q. Well, how much later did you go to work?

A. The next day.

Q. The next day?

A. Yes, sir.

Q. And this last interview with Mr. Staske was on the 27th if you went to work on the 28th?

A. That is right.

Q. Then when you came back on the 28th, what did you do?

A. Well, I went in to see Mr. Staske. I came there, I don't know, but I will say about nine o'clock, and he said I come out all right with the examination, the physical.

He says, "Go get your clothes and come to work."

So I come to work, and I worked, and Russell Erickson came up to me—

Q. And who is Russell Erickson?

A. At that time he was the time keeper.

Q. What did Russell Erickson say?

A. Well, he says they are organizing two unions, the Independent and the C. I. O. And he had a slip there and he says, "How would you like to sign with us, the slip I have, of the Independent?"

I stalled around, I says, "I don't know." I says,

286 "I may later on, I will let you know."

He says, "The best thing for you, I would sign it right now."

So I signed it because he says that. He says, "You know, if things go slack, the C. I. O. will be laid off before the Independent will."

So from what he told me, I signed it.

Q. Now, did anyone after this ever approach you about the union?

A. Well, Mr. Russell Erickson, and Mr. Gredes, something like that.

Q. (By Trial Examiner McCarthy.) How do you spell that?

A. G-r-e-d-e-s, I guess.

Mr. Reynolds: That is K-r-e-s-g-e, Kresge.

Q. (By Trial Examiner McCarthy.) What kind of work does he do?

A. He is in the office at the foundry.

Q. (By Mr. Reynolds.) What is his job?
A. I don't know, timekeeper, or something like that.
Q. And they both came up together?
A. They came up to me while I was working, and Kresge says, "Why can't you sign the Independent Union?"

I said Russell asked me, and he tried to check on Russell.

Q. (By Trial Examiner McCarthy.) Who tried to check up?

287 A. This other fellow, Kresge, I says, "I am telling you that he did," and he was trying to check up. He says, "Why don't you sign the Independent?"

I said, "I have just told you."

That is the reason why they came up to me, because later on at the first C. I. O. meeting I signed the C. I. O., when I was in the Independent. Somebody told that I signed in the C. I. O., and that is the reason they came up to me, they asked me to get the affidavit I signed at the C. I. O. and bring it to him.

Q. (By Trial Examiner McCarthy.) To Kresge and Erickson?
A. Yes, they said to get that affidavit, and return it to them.
Q. (By Mr. Reynolds.) Then what did you say?
A. Well, I said I will try to get it, but I says, "I don't know if I will get it."

That is just what I told them.

Q. (By Trial Examiner McCarthy.) What affidavit is that?
A. The one right there (indicating).
Q. How did you happen to sign an affidavit?
A. I went to one of their meetings.
Q. Whose meetings?
A. The C. I. O.
Q. The C. I. O. asked you to sign an affidavit?

A. No, they didn't ask me to, but they asked me 288 whether I signed with the Independent, and the reason I signed with the Independent. I didn't know much about it, I thought the best thing was to sign up, since I was getting a job. After I seen there was more of a majority in the C. I. O., I joined over myself.

Q. (By Mr. Reynolds.) Did they ever ask you any time later—
A. Who?
Q. Mr. Erickson or Mr. Kresge, about that matter?

A. They never bothered me after that, only that one time, they asked for the return of the affidavit.

Q. Now, did you ever pay any dues in the Independent Union of Craftsmen?

A. Not myself, but I believe my dad paid.

Q. (By Trial Examiner McCarthy.) For you?

Q. (By Mr. Reynolds.) For you?

A. Yes.

Q. Did you ever see anybody collecting dues?

A. Well, not exactly, I seen the guy there, but I don't know whether he was collecting dues or what.

Q. What was he doing?

A. He was going around talking to the fellows, but I didn't pay no attention, I was doing my work.

Q. He didn't speak to you?

A. No, sir.

Mr. Reynolds: Mark this the next Board Exhibit number.

289 (Thereupon the document above referred to was marked "Board's Exhibit No. 12", for identification.)

Q. (By Mr. Reynolds.) I show you Board's Exhibit 12 for identification and ask you what that is.

(Handing document to witness.)

A. That is the affidavit I filled out.

Q. Is that the affidavit that you were discussing with Mr. Kresge and Mr. Erickson?

A. Yes, sir, they wanted me to return the affidavit that I filled out at the C. I. O. meeting.

Trial Examiner McCarthy: Is there any objection to that?

Mr. Ford: None whatever.

Trial Examiner McCarthy: It may be received.

Mr. Ford: Except that it is cumulative testimony, but I would like to have it in.

Mr. Reynolds: I offer it in evidence as Board's Exhibit No. 12, the affidavit.

Trial Examiner McCarthy: It may be received.

(The document heretofore marked "BOARD'S EXHIBIT NO. 12", for identification, was received in evidence.)

Mr. Reynolds: That is all I have.

290 Q. (By Mr. Ford.) Mr. Solinko, did Stanley Staske say anything to you about joining the union when you were in his office?

A. No, sir.

Q. After your father left the office you filled out a new application blank?

A. Yes, sir.

Q. You then went to the doctor for a physical examination?

A. Yes, sir.

Q. And he told you to come back the next day?

A. He said to come in the next day and I will see how you come out with your physical examination, if you do, you can go to work.

Q. That was right after your father went out of the office?

A. Yes.

Q. Five or ten minutes?

A. Yes.

Q. Something like that?

A. Something like that, yes.

Q. Did you hear Staske say anything to your father about unions except inquiring how strong they were?

A. Well, he was asking about them, how strong was the C. I. O.

Q. Did you hear him say anything else about the C. I. O.?

291 A. I didn't pay no attention, but I do remember that.

Q. Now,—

Trial Examiner McCarthy: Just say yes or no, if you don't know, say no.

Q. (By Mr. Ford.) You don't remember anything else that he said about the unions?

A. No, but I do remember that he asked him how strong they were.

Q. Just that one thing?

A. Yes, how strong they were.

Q. Nothing else?

A. No. He did say, does he belong to any of them. I remember that.

Q. (By Trial Examiner McCarthy.) Does who belong?

A. My dad.

Q. (By Mr. Ford.) Did your dad say no?
A. He said he never did belong to a union.
Q. And that was all that was said?
A. Yes.
Q. Did Stanley ask you if you belonged to a union?
A. No, sir.
Q. Did he ask your father if you belonged to a union?
A. No, sir.
Q. Did you talk to him at all about a union?
A. No, no, no conversation at all about a union.
292 Q. At any other time did Staske ever ask you about the union?
A. I never saw him after that.
Q. He never asked you to pay dues to the Independent?
A. No, sir, I never did see Staske after I was hired.
Q. Who is your boss?
A. Mr. Olson.
Q. Did Mr. Olson ever tell you to join a union?
A. He never did.
Q. Did Mr. Olson ever tell you to pay dues?
A. No, sir, never.
Q. Did he ever tell you that you could not work if you didn't?
A. No, sir.
Q. Did anybody else tell you the only reason you got your job was the reason that you signed up in the Independent?
A. Just Russell.
Q. Just Russell?
A. He said it would be best to sign up with the Independent because if things go slack the C. I. O. will be laid off before the Independent.
Q. That is all that he said?
A. Well, he said it was the best thing to do.
Q. He said, I think it is the best thing to do because if things get slack the C. I. O. boys will go off first?
293 A. Yes, sir, he said, you know how that goes.
Q. So you signed up?
A. Yes, sir.
Q. During your conversation with Erickson and Kresge a few days later—
A. A few days later or a week later.
Q. Or a week later, whenever it was, did they tell you they knew you had joined the C. I. O.?
A. No, they said, why did I join.

Q. Why did you join?

A. Yes, the reason was because they found out—it must have been a week later, because I joined with the C. I. O., and somebody told them I filled out an affidavit, and that is the reason they came up to me, why I signed the Independent and then went with the C. I. O. They said, "You get that affidavit and bring it back to us."

Q. You told them at that time the reason you joined the C. I. O. was because you found out they had the strongest union?

A. Yes.

Q. Did they say that is how you happened to be given work?

A. No, they didn't k[illegible] anything about that.

Q. Did they say that you had to pay dues in the Independent?

A. No, sir, they didn't know the reason, they
294 wanted to know why I joined the Independent and then filled out that affidavit.

Q. And then they wanted you to get it back?

A. Yes.

Q. The affidavit was signed, according to the jurat, on the 11th day of June, 1937.

A. Yes, sir.

Q. That was some little time after you had gone to work?

A. I started work in April.

Trial Examiner McCarthy: The 28th of April.

Q. (By Mr. Ford.) The 28th of April, and this was a couple of months later that you signed the affidavit?

A. Yes, sir.

Q. When did you join the Amalgamated Association of Iron, Steel and Tin Workers?

A. You mean the Independent?

Q. Let's check up by this affidavit.

Trial Examiner McCarthy: He says, which one do you mean?

Q. (By Mr. Ford.) I mean the C. I. O. How long before you signed this did you join the C. I. O.?

A. Well, I went to one of their meetings—

Q. Do you remember when that was?

A. I don't remember, but the first meeting I attended I filled out the affidavit.

295 Q. The first meeting that you attended you filled out your affidavit, and you filled out this affidavit at a union meeting?

A. Yes.
Q. What time of the day was the meeting?
A. It was after work.
Q. What?
A. It was after work.
Q. Around four-thirty in the afternoon?
A. Five o'clock.
Q. Four-thirty or five o'clock in the afternoon?
A. No, it was five or five-thirty, something like that.
Q. Now, an hour or so after you got out from work?
A. Yes.
Q. That was on the 11th day of June, 1937?
A. I couldn't recall the date.
Q. Do you know the corner of 39th Street and Princeton Avenue?
A. Yes, sir.
Q. Is that where the meeting was held?
A. It was, yes, sir.
Q. It was?
A. Yes, sir.
Trial Examiner McCarthy: Keep your voice up, please.
A. Yes, sir.
296 Q. (By Mr. Ford.) Is that a regular union meeting?
A. That is what I understood.
Q. Tell us what is located at the corner of 39th and Princeton?
A. Well, there is a tavern and next door there is a hall.
Q. Was this meeting held in the tavern?
A. No, it was in this hall.
Q. The meeting was not held in the tavern?
A. No, it was next door in the hall.
Q. Had you been in the tavern before you went into the hall?
A. Yes, sir.
Q. And had other members of Lodge 1604 been in there?
A. Lodge 1604?
Q. Whatever the number of it is.
Trial Examiner McCarthy: That is the C. I. O. Union he refers to.
A. They met in the hall, it was in the hall.
Q. (By Mr. Ford.) Were any of them in the saloon?
A. There were people in the saloon, I don't know whether they were members.

Trial Examiner McCarthy: What is the purpose of this?

Mr. Ford: I would like, with the permission of the Examiner, to inquire fully into the circumstances under which his affidavit was procured and signed.

297 Trial Examiner McCarthy: Was there any suggestion that he was full of liquor when he signed it?

Mr. Ford: No, I don't suggest that, but I can suggest other things that perhaps will be of interest.

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Ford.) Now, just tell us first who was present.

Trial Examiner McCarthy: May I see the affidavit?

Mr. Ford: Yes.

(Document handed to the Trial Examiner.)

The Witness: I couldn't tell you, I was a new one there, I can't remember the names.

Q. (By Mr. Ford.) Who wrote the affidavit out?

A. Some old fellow.

Q. Who?

A. Some old fellow.

Q. Some old fellow?

A. Yes.

Q. Take a look around this room and see if you see that old fellow.

A. No, I don't see the fellow, I can tell you one fellow who was there, Mr. Lackhouse.

Q. (By Trial Examiner McCarthy.) He was there?

A. Yes, sir, at the meeting.

Q. At the meeting at which you signed this affidavit?

A. Yes, sir.

298 Q. (By Mr. Ford.) Do you remember anybody else who was there?

A. That fellow (indicating).

Q. What fellow is that?

Mr. Reynolds: Salmons.

Q. (By Mr. Ford.) This fellow standing up?

A. I believe so, I couldn't say, I was a newcomer.

Q. You couldn't see very well?

Trial Examiner McCarthy: He didn't say that, he said he was a newcomer.

The Witness: I didn't pay much attention there.

Q. (By Mr. Ford.) When did you leave this meeting?

A. As soon as I filled out the affidavit.

Q. How long had you been there when you signed the affidavit?

A. Oh, fifteen or twenty minutes when I was there, and I filled out the affidavit and I stayed maybe ten or fifteen minutes or so, and then I left.

Q. Just tell us in your own words exactly what happened from the time of the signing of the affidavit, the very first activity, until you were through with it and left the meeting.

A. I don't understand what you mean.

Q. Just tell us exactly what transpired from the time you first talked about an affidavit.

Trial Examiner McCarthy: He mentioned the fact
299 that he had signed an affidavit in the first place.

The Witness: They knew I joined the Independent at the C. I. O. meeting. I told them, and they wanted to know all about it.

Q. (By Mr. Ford.) Who asked you whether you joined the Independent?

A. I don't know, I couldn't recall the fellow's name, I don't know him in fact.

Q. Was it somebody at the meeting asked you?

A. I guess he was the president, or whatever he was.

Q. What did he say to you?

A. He asked me whether I had joined the Independent or not. Well, if I joined the Independent, I couldn't join the C. I. O., and I wanted to get in the C. I. O. and he wanted me to fill out an affidavit, what did I join the Independent for.

Q. What did you say then?

A. I just filled out the affidavit, just the reason why I joined the Independent.

Q. Was there anything else said about signing the affidavit?

A. What?

Q. Was there anything else said about signing the affidavit?

A. No, but I wanted to join the C. I. O., and they wanted to know why I joined the Independent, so I
300 filled out an affidavit, the reason why.

Q. That is all you remember about that incident?

A. Yes, sir. I filled out the affidavit and I stayed there around ten minutes or so, and then I went home.

Q. Do you remember anybody who was there besides the two gentlemen you have pointed out here?

A. No, I don't.

Q. You don't remember anybody else that you can call by name, whether they are here or not?

A. I am not sure about this corner fellow (indicating), I am not sure about him.

Q. (By Trial Examiner McCarthy.) How many people were there, twenty-five or fifty?

A. Thirty.

Q. About thirty?

A. Yes.

Trial Examiner McCarthy: All right.

Q. (By Mr. Ford.) Where was the question of your joining the Independent first raised, was it first mentioned in the tavern or not?

A. The Independent?

Q. Yes, did that subject come up first in the tavern or after you went to the hall?

Trial Examiner McCarthy: The Independent or the C. I. O.?

301 Q. (By Mr. Ford.) Where did that question first come up on the subject of joining the Independent, the day you were asked to sign the affidavit?

A. That was at the meeting.

Q. Was it first mentioned at the meeting or was there some discussion about it at the tavern before you went over to the hall?

A. No, it was at the meeting, in the hall.

Q. Nothing said in the tavern?

A. No.

Q. Had you joined the C. I. O. at that time?

A. Yes, sir, the same day.

Q. You joined the C. I. O. at that meeting?

A. At that meeting.

Q. Are you willing to tell us fully all the circumstances which took place when you joined the C. I. O. and when you signed this affidavit?

A. I don't know—

Trial Examiner McCarthy: There was a suggestion that somebody used pressure or you got stewed.

A. No, I wanted to join myself, they are the majority, so I wanted to join.

Q. (By Mr. Ford.) You saw thirty people and you thought that was a majority?

Q. (By Trial Examiner McCarthy.) What is the 302 majority for the Union? Do you know the number of people it takes to make a majority in the particular Union, or in the Local?

A. No, I don't.

Q. How many people, do you know, are in the Union?

A. At the present time?
Q. At the time you signed up?
A. I don't know, a few hundred. That is what interested me, that is what I understood.
Q. Not thirty?
A. When I went there that is what they had at the meeting, but I didn't stay until the end.
Q. (By Mr. Ford.) They had how many when you were there?
A. I will say thirty, but I didn't stay until the end.
Q. Is this hall a back room of the saloon?
A. It is a side hall.
Q. There is a door to the saloon?
A. There is a door to the tavern, yes, a side door.
Q. Just a sort of a side room off the tavern?
A. Well, half of this building.
Q. (By Trial Examine McCarthy.) Is the room as big as this room?
A. No, half as big as this room.
Q. Half as big as this room?
A. Yes.
Q. (By Mr. Ford.) Half as big as this room, and 303 a door leading right off into the tavern?
A. Yes, a side door.
Q. Were there tables around in this hall?
A. No, not in the hall.
Q. What is in there?
A. Chairs, chairs and a little stage-like.

Trial Examiner McCarthy: Well, is there any suggestion in this case that the man did not properly join up, or what is the point? Otherwise, we will have to limit the cross-examination. If you can develop that, or give me some information, I will be glad to hear it.

Mr. Ford: The purpose of the examination, Mr. Examiner, is to lay a foundation. If we are not able to establish it by this witness, we will establish or at least endeavor to establish the fact that this man was coerced into signing an affidavit against his will.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Did any force you to sign this affidavit?
A. No, sir, there was nobody forced me; it was my own free will.

Q. Did you have a few drinks around that preceded that meeting?

A. I didn't have a drink.

Q. How did you happen to go to the meeting?

304 A. I heard about it, that they had a meeting, and I wanted to join.

Q. Did other fellows go up there from the plant with you?

A. No.

Q. Did you go up by yourself?

A. There were a few fellows outside.

Q. Outside where?

A. In front of the meeting.

Q. In front of the meeting?

A. Yes, sir.

Q. How far is that hall from the 39th Street plant?

A. It is in the next block.

Q. Is that on your way home?

A. It is right on my way home.

Q. Is it?

A. It is on my way home, yes.

Q. You pass the hall regularly there if you are going home?

A. Yes, sir.

Q. On the way home you pass this meeting hall?

A. Yes, sir.

Q. You saw some men outside. Then what happened? Did they pull you in?

A. No, I was going in myself.

Q. They did not?

305 A. There was nobody asked me to come in.

Q. They did not gang up on you in any way?

A. No, no, there was no frame-up at all.

Cross-Examination (Resumed).

Q. (By Mr. Ford.) Who were the men outside as you went by?

A. I am telling you, I just don't know.

Q. Do you see any of those men sitting here in the room?

A. No, sir.

Q. Would you know them if you saw them?

A. I don't think I would.

Q. Was it your custom to stop in at the saloon on your way home?

A. I was going to attend the meeting.

Q. How did it happen that you decided all of a sudden on the 11th of June to attend that meeting?

Mr. Reynolds: If the Examiner please, I object to this line of questions.

Trial Examiner McCarthy: Sustained. We will adjourn until one o'clock.

Mr. Reynolds: These two men would like to get away.

Trial Examiner McCarthy: Mr. Price can take over for you, can't he?

Mr. Reynolds: I mean Mr. Solinko and his son, he does not know the way back south, the old gentleman.

Mr. Ford: I am through with him.

306 Mr. Reynolds: I am through.

Trial Examiner McCarthy: Mr. King?

Mr. King: I think it has been covered—

Trial Examiner McCarthy: Did you give your name to the reporter?

Mr. King: Forest A. King.

Now, if you have sustained his objection to testimony along that line, I think I will waive further examination.

(Witness excused.)

Trial Examiner McCarthy: We will adjourn until one o'clock.

(Whereupon, a recess was taken until 1:00 o'clock p. m.)

307 After Recess.

(Whereupon, the hearing was resumed, pursuant to recess, at 1:00 o'clock p. m.)

Trial Examiner McCarthy: You may proceed, gentlemen.

Mr. Wham: Is Mr. Ford here?

Mr. Price: He will be a little late.

Trial Examiner McCarthy: Do you want to submit this motion to amend now or wait until Mr. Ford gets here?

Mr. Reynolds: Perhaps I had better wait until Mr. Ford arrives.

Mr. Price: We will object to it on the same grounds that Mr. Ford objected to it, it does not conform to the proof. That is the principal objection to it. The proof is in as to Salmons, and this amendment as drawn does not conform to that proof.

And then it is unfair, when we are already to answer one complaint, to amend it after the evidence is in and change the allegations.

Mr. Reynolds: I think it does conform to the proof of Mr. Salmons' testimony, absolutely. If his testimony is to be believed, there is nothing at variance with that.

Trial Examiner McCarthy: Let's hold it over until Mr. Ford gets here.

Mr. Reynolds: I want to offer at this time as a part of Board's Exhibit 1, the order designating the Trial
308 Examiner in this case.

Trial Examiner McCarthy: Call your witness.

Mr. Price: This is to be a part of Exhibit 1?

Trial Examiner McCarthy: Yes.

Mr. Reynolds: Is there any ruling on it?

Trial Examiner McCarthy: It will be received

(Which said document above referred to was attached to and made a part of BOARD'S EXHIBIT NO. 1 in evidence.)

Mr. Reynolds: Mr. Lackhouse.

FRANK LACKHOUSE, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Trial Examiner McCarthy.) What is your name?

A. Frank Lackhouse.

Q. (By Mr. Reynolds.) What is your address?

A. 9607 Calumet.

Q. Are you an employee of the Link Belt Company?

A. I am.

Q. How long have you worked there?

A. I have about eight years' seniority.

Q. What department?

A. Core room of the foundry.

309 Q. Are you a member of the C. I. O.?

A. I am.

Q. The Amalgamated Association of Iron, Steel and Tin Workers?

A. I am.

Q. When did you join?

A. Oh, approximately about January of 1937, somewhere in through there.

Q. Now, prior to that time and at that time were you a member of any other labor organization?

A. Well, I happened to be a representative of the Employees Representation Plan that we had in our plant at the time.

Q. And when had you originally been elected to that position?

A. Well, six months previous to April 15th.

Q. 1937?

A. 1937.

Q. Were you a member of the Employees Board before September, 1936?

A. I was—wait a minute, pardon me, I couldn't say for sure.

Q. Are you acquainted with Mr. Louis Salmons?

A. I am.

Q. Do you remember when Mr. Salmons left the employ of the company for a period of three months in 1936?

310 A. I was there when he was discharged, yes.

Q. Were you a member of the Employees Board or a representative at that time?

A. I was.

Q. And had you been previous to that?

A. I was.

Q. Were you one of the plant representatives along with Mr. Salmons on that Board?

A. I was one of the seven, yes.

Q. About how often did the board hold meetings, Mr. Lackhouse?

A. As I recall, we had a meeting at ten o'clock on the last Tuesday of each month.

Q. And did you attend all these meetings or most of the meetings of the Employees Board?

A. We attended all of them if we were present at work, yes, sir.

Q. Now, what questions would be taken up at the monthly meetings?

A. Well, we usually took up grievances of the working men throughout the plant, all sorts of miscellaneous things.

Q. Did you ever discuss wage increases or changes in working conditions?

A. Well, there have been representatives who asked about wage increases and vacations, and all those things.

311 Q. Did you ever bring any proposal before the Board?

A. I, myself, no.

Q. Did you ever take up any grievances?

A. I did, yes.

Q. Who represented the management in those meetings?

A. Mr. E. L. Berry.

Q. Was he present at all meetings?

A. As I recall, yes.

Q. And how were decisions made on questions which would come up before the Employees Board?

A. Well, it was merely that we stated what we wanted to Mr. Berry, and it was either yes or no, or why, if not.

Q. And did you ever carry any matters beyond Mr. Berry if he turned you down; did you go any further?

A. No, we couldn't do anything about it if we couldn't get it from him, it was impossible.

Q. Did the Employees Board have any general meetings of all of the employees in the plant?

A. Not that I recall, no. There was only seven representatives from the departments present at the meetings.

Q. Did you collect any dues from the employees?

A. No, no dues was transacted.

Q. Did you receive pay from the company for the time you spent in those meetings?

A. Well, our meetings usually lasted about an hour,
312 and when I used to leave my department I always use to punch out a separate card for the time that I was listed for the Employees meetings, and when I would get back I would punch in again. I don't recall just how that was charged up, although I was paid for the time I lost, regardless.

Q. Now, was Mr. Salmons' discharge ever discussed in any of these Board meetings?

A. Well, there was a little said at one of the meetings there, which had to be said for the simple reason that Mr. Salmons was a representative himself, and seeing that he was discharged it left us with an opening, we had to elect a new representative. Well, the reason for his discharge, as I recall—Mr. Berry told us why he was discharged.

Q. What did he tell you?

A. Well, as I remember, soliciting. He told about

finding a lot of blue C. I. O. cards over in D. K. and throughout the plant, and he knew that he was organizing throughout the plant. I know that—.

Q. Did he say anything else about the C. I. O. at that time?

A. Well, he never did, he never did say anything really against it, that I recall. He never did knock it, that is, in my presence.

Q. Did you continue to serve as a representative after Mr. Salmons' discharge?

A. I still remained a representative, and Greenlee 313 was elected in Louis Salmons' place.

Q. (By Trial Examiner McCarthy.) Is that Bill Greenlee?

A. Bill Greenlee, yes, sir.

Q. (By Mr. Reynolds.) Then you say in 1937, January, 1937, you joined the C. I. O.?

A. Well, I really didn't sign a card. I joined in a way, but I was afraid to expose myself to the fellows that I was in it, see, and I really didn't sign up until a couple of weeks after, in February. That is when I really signed up.

Q. Did you engage in soliciting members for the C. I. O.?

A. Not at that time, no.

Q. What were your activities; did you attend meetings?

A. Well, we used to get in—to tell you the truth, I never really got in soliciting any members or anything, but I use to hear so much about the C. I. O. being organized, and that Louis was organizing it, throughout the plant, that I thought I would join up with them, see, but I was not sure what it was all about yet.

Q. You continued to go to the Employee Board meetings?

A. Yes, I did.

Q. How long did you attend the Employee Board meetings?

A. Well, I attended the board meetings until the Wagner Act was in force and they threw out all the company unions?

Q. And what happened then?

A. Then a special meeting was called, I don't re- 314 member the date exactly, but we were all called into the office by Mr. Berry's request.

Q. You mean the representatives?

A. The seven representatives, yes, sir.

Q. What took place in the office?

A. Well, Mr. Berry stated that the Wagner Act did not allow company unions, and seeing that we were one, that, while he really didn't give us any advice on keeping the thing going, it was up to us fellows whether we wanted to resign or stay, I don't just remember what, but I know we all resigned, and that was all there was to the Employees Board.

Q. Did anything happen two or three days later?

A. Yes, it was about two or three days later, I was working, and Ray Frohling—

Q. (By Trial Examiner McCarthy.) Who?

A. Ray Frohling. I don't know whether that is his first name, but Frohling is his last name. He approached me. Ray Frohling is a machinist over there in the machine shop. I was over in the foundry.

Q. (By Mr. Reynolds.) Did you know him before?

A. He was a representative on the Employees Board.

Q. What did he do?

A. I was over in the foundry department. That is about three-quarters of a block from where he worked. 315 It was ten o'clock in the morning, as I recall, he came up to me and asked me what I think of organizing a union of the men, the working men throughout the plant. Well, I didn't know what to think. I says, "That ought to be a pretty good idea if it is run right, I guess."

Q. And what did he say?

A. Well, after I give my answer that I would help him out that day, and if the thing is run right, we would organize and solicit members, he went back to work.

So about eleven o'clock, which was an hour later, he came over and handed me a sheet of paper, sheets of paper, and the first sheet had a little heading on it, and the rest were blank.

Q. And what did the heading say, do you remember?

A. The heading, I can't recall exactly what it said, but it had something, the name of the union, I can't recollect, but it had a small heading, about joining up in the union and the rights of the union.

Q. Was that the present union that is operating out there?

A. I wouldn't say, I wouldn't swear to it, no, I wouldn't swear to it, but it was some kind of a union. I wouldn't swear to it, because I don't remember exactly.

Q. What else was on the paper which had this heading? Was there anything, or just the heading?

A. Just the heading, the rest of the sheets were all
316 blank. I was told to go ahead and solicit with this paper, to go around with it. It was about eleven o'clock at that time. At this time I didn't pay much attention to it, I was not much induced to go around anyhow, so I thought I would wait until noontime and really find out what it was all about.

So at about twelve-twenty, around noontime, I walked over to the machine shop and I met Ray Frohling. He sat out by his machine eating his lunch. I said, "Ray, what is this all about?"

He is present right here now, I am looking at him.

I said, "Ray, I wanted to talk to you and find out what it is all about."

I didn't know really what I was doing, I wanted to find out if it was legitimate.

He said, he didn't know much about it, Brucker was supposed to have gone in to see the manager and get permission to solicit members throughout the plant. That is as much as I got from him.

Mr. King: I move that last part be stricken. I object to the last part and move that it be stricken as irrelevant and hearsay.

Q. (By Trial Examiner McCarthy.) How do you know that Brucker got permission?

A. I am saying that according to what Ray Frohling told me.

Trial Examiner McCarthy: Objection overruled.

317 Q. (By Mr. Reynolds.) Was there anything further said between you and Frohling there?

A. No, that was all that was said.

Q. Then what did you do?

A. Well, after that the whistle blew and I went back to work, and I started working on my job there—Ray Frohling—pardon me, I will go back—Ray Frohling told me I was supposed to go ahead and do this and not be seen, to do it under cover. It seemed kind of funny to me. I went back to work, and I said to my boss—he was an awfully nice fellow—I told him what I was up against, I didn't know, I had got along that far with him, so I went up there and told him about it.

Q. (By Trial Examiner McCarthy.) Who was your boss?

A. My boss is Al Nyberg. So I told him that fellow Ray Frohling came around and we were organizing throughout the plant, see; and he told me, "Well, if you have to, you have to, Frank, so you might as well go ahead on it."

I told him I would get out when I had done my work, I was working on a job at that time. I didn't pay much attention to it. It was about half an hour after that time when Mr. Olson, the assistant superintendent in the foundry, I guess that is his title, he came up to me and he brought me upstairs to the hub room, and he compared
the differences between the outside union and the in-
318 side union; and he told me about it up there, how much
better off we would be if we organized amongst us fellows, among our fellow workmen ourselves and kept the outside union out, that you will never get anywhere with them, just striking all the time, and give me the differences, and I listened to him about it. I went around that afternoon, left my job and went around all that day until quitting time.

Q. (By Mr. Reynods.) What were you doing?

A. I was going around with the blank paper signing fellows if they wanted to sign up.

Q. What did you say to them?

A. I would say that this was a union among the working men. If they didn't sign, if they didn't want to sign, I didn't bother them. At the same time—it seems to me at that time we had about 360 men working in our foundry, and I was going through the—I don't just recolleet the names on the paper, but Mr. Shaskinskis—

Q. (By Trial Examiner McCarthy.) How do you spell that?

Mr. Reynolds: S-h-a-s-k-i-n-s-k-i-s, that is the way I have it.

The Witness: He happened to be a foreman in that department, and I went in there and told Bill—that is his first name—I says, "I am sent around to sign up the fellows."

He took the sheets in my hand—the first sheet I had
319 already filled, with the heading on it, and I had noth-
ing but blank sheets left, and he went around the machines, the molders right off the side floor there, and he told them to sign up for the Inside union here, and he signed up I believe ten, and about five of them he signed

up in his own handwriting. The majority of them in the foundry don't know how to write.

Q. (By Mr. Reynolds.) And did you see him sign up these other men?

A. I seen him sign up actually about seven or eight, I am sure, in his own handwriting. He went as far as one crane man who was working right above him, and he was going up to him and he was going to explain what it was all about, and he says, "Oh, heck, he don't know how to write," so he wrote down his name, too.

I don't remember his name, I know it was John, the crane man in his department. I just don't know his last name.

Q. And then did Mr. Shaskinskis give you back the paper?

A. Yes, he returned them back to me after he had the names on them.

Q. And what did you do then?

A. I kept on soliciting until it was time to go home. Well, it was about twenty-five after four when somebody told me Bill Greenlee was over in the foundry looking for me. I actually found him when I got back to the room, he was really waiting for me. I turned in all the 320 names I had. I think I had about forty names I signed up out of the whole 380.

Q. Now, do you remember the date that you did all this?

A. It was two days after April 16th, somewhere in there, after the Wagner Act was in force, somewhere in through there.

Q. About the 18th of April?

A. Somewhere in there, yes.

Q. Now, did you do any more of this solicitation work the following day?

A. I turned in my list—after I turned in my list I noticed the following day they had a little fellow from the steel floor, his name is Zenon Petrouski, Jr.; I noticed that he went around with the list the following day. I noticed that he was going through all the departments. I wouldn't say, I can't tell you that he got paid for it or if he was doing it on company time or his own time, but I know that he went around all day long, and I remember him saying to me himself that he stayed overtime that night to sign up some of the night men.

Q. Did you receive pay for the work you did?

A. I left my ticket, and I worked on the same ticket afterwards that I was working on when I left my job. I got paid for it. I was not short any hours on my weekly pay, so I must have got paid for it.

Q. Did you see anyone else besides Zenon Petrou-
321 ski soliciting on that next day after you solicited?

A. They had a few of their apprentices over there soliciting.

Q. Who did?

A. I don't know who, but I know—I just can't recall his name, Lubenkob, he was one of them, and an apprentice over there. I really can't remember the names of any more.

Q. How long did this solicitation continue?

A. I couldn't tell you exactly how long, it was a few days.

Q. And then did anything else happen after a few days?

A. Well, as far as solicitation is concerned, that has been going on for quite a while, but I don't know—well, I remember of a steward, one of the stewards making collections throughout the plant.

Q. (By Trial Examiner McCarthy.) Steward of what?

A. Steward of this Independent Union. I have seen one in particularly, Walter Bolton, collecting dues off of fellows on the steel floor in the presence of Olson not more than ten feet away from him, and I don't think he was collecting dues without a boss not being able to see him.

Q. (By Mr. Reynolds.) What further steps were taken toward the organization of the Independent Union of Craftsmen?

A. I don't really know. It seems after I turned in my list the first time, I was sort of ignored anyhow. It seems anyhow when I was not picked to go around the following
day, they knew there was something fishy about me,
322 so they didn't have me go around any more.

Q. Did you take any part in the Independent Union after that?

A. No, I have never as much as signed up or paid any month's dues.

Q. Did you attend any meetings?

A. I have never attended any meetings.

Q. Now, were you familiar with the work the C. I. O. members did in soliciting memberships there at the plant?

A. Oh, yes.

Q. How has that work been carried on?

A. Well, the way we used to do it is always see the fellows at noontime or after work, and we used to pass out leaflets, and we used to get them up to meetings, and that is the way we used to organize our bunch.

Q. Did you ever see open soliciting around the plant for the C. I. O.?

A. Yes, that went on all the time.

Q. Openly in front of the bosses?

A. I have seen fellows, yes, that is what I did.

Q. You solicited for the C. I. O.?

A. I solicited for the C. I. O., but not in the plant.

Q. Did you see others soliciting for the C. I. O. in the plant?

A. I wouldn't say whether I did or not, I don't know.

323 Q. Do you remember seeing that?

A. I don't remember seeing anybody, no.

Q. Now, has your foreman or any other foreman ever said anything to you about the relative merits of any labor organization outside of the talk that Mr. Olson had with you?

A. No, sir, Olson is the only one. My boss has never talked about unionism to any of us. As far as he was concerned, he didn't care, and the way he felt he was sort of afraid of any union in the shop, he didn't care what. He never bothered about that at all. I have never heard him say anything to any fellow about signing up in any of them.

Mr. Reynolds: That is all.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) You spoke about Salmons' discharge.

A. Yes.

Q. Bill Greenlee was elected to his place?

A. Yes, sir.

Q. What do you know about Salmons' discharge?

A. Well, I just know that he was organizing throughout the plant and that is why he was discharged. Everybody—

Q. When?

A. When? I just couldn't tell you exactly.

Q. You say organizing throughout the plant; what do you mean by that statement?

324 A. Well, he had brought C. I. O. cards and his name was on every one of them. Everybody knew who Louis Salmons was. You didn't have to ask anybody.

Q. Yes.

A. Every union card, every blank card had his name signed on the bottom of it, and lots of them used to be throwed around the plant.

Q. By whom?

A. I imagine by fellows that they were signing up. I suppose they were dropped all over,. I don't know, I couldn't tell you about that.

Q. Did you see Louis Salmons soliciting on company time?

A. I haven't seen him, no, he is way over on the other side of the plant.

Q. Do you know what was on that heading Mr. Reynolds asked you about, these sheets that you went through the plant with? Do you know the substance of it, or the gist of it? Was it a request—

A. A request, an application for a union, but I can't just remember the heading, I wouldn't say Independent Union because I am not sure. That is why I won't say. Well, it really seemed that for the first few days that we went around with these blank sheets, and it was only after that that I noticed that they had regular application cards, white application cards made. I don't
325 know where they came from, but I saw them throughout the plant, and fellows got the stubs that signed up at that time.

Q. Now, you say that Shaskinskis signed up some of the members with his own handwriting. You said that was understandable because there were so many foreigners in the plant. What percentage of foreigners is there in that plant?

A. Oh, I would say, in the foundry I am talking about now—

Q. Yes.

A. That was the department I was in, that was the department I was soliciting.

Q. Yes.

A. I would say there was 95 per cent foreigners in the foundry department, somewhere about that many, and most of these fellows—I don't know whether he does it intentionally, whether he signed them up because they didn't want to sign, but their hands are awfully dirty from molding sand and he signed them up in their pres-

ence. They didn't say much about it, they didn't care, they thought if one of the bosses was doing it, it was all right.

Q. Who was the boss?

A. That is he.

Q. Is he the boss?

A. He is the foreman of that department.

Q. He is the foreman?

A. Yes.

326 Q. That is, Shaskinskis?

A. Yes, sir.

Q. He is the foreman of that department?

A. Yes, sir.

Q. He is the foreman of the foundry department?

A. Yes, sir, that is his gang right in through there. I guess he has about fifty men under him, something like that.

Trial Examiner McCarthy: Proceed.

Direct Examination (Resumed).

Q. (By Mr. Reynolds.) Before Mr. Salmons came back to work in 1936 was his case discussed any more in the meetings of the Employees Board?

A. Well, I recollect one statement—as much as I remember, I remember various statements about Louis Salmons being in the office to see him, and he was telling me after the conversation how weakly and thinly Louis Salmons looked when he left the office. I remember that much.

Q. Mr. Berry told you that?

A. Mr. Berry told the seven of us representatives, we were present at the time. That was a regular meeting. It was not regular conversation, just something on the side.

Mr. Reynolds: Mark this the next Board exhibit number.

(Thereupon the document above referred to was marked "Board's Exhibit No. 13", for identification.)

327 Q. (By Mr. Reynolds.) Mr. Lackhouse, I show you Board's Exhibit 13 for identification and ask you what that is.

(Handing document to the witness.)

A. That is an application for membership in the Independent Union of Craftsmen.

Q. Now, you spoke about seeing some white application cards after you passed this list around.

A. Yes, sir.
Q. A few days later.
A. Yes, sir.
Q. Is that the card?
A. That is the card I seen passed around, yes, sir.
Mr. Reynolds: I will offer this card in evidence as Board's Exhibit No. 13.
Trial Examiner McCarthy: It may be received.
(The document heretofore marked "BOARD'S EXHIBIT NO. 13", for identification, was received in evidence.)
Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Ford.) Who is your boss?
A. Al Nyberg.
Q. When was it that Nyberg told you to go ahead and solicit for members in the Independent?
A. My boss didn't tell me, I just told him what I 328 was supposed to do in the organization.
Q. (By Trial Examiner McCarthy.) Didn't you say that Al Nyberg said, "If you have to, you have to"?
A. My boss told me if I was told that, it was all right for me to go ahead.
Q. (By Mr. Ford.) Did he tell you it was all right for you to wander around the plant?
A. He told me it was all right.
Q. Did he tell you it was all right to wander around the plant?
A. He told me to go ahead if I had to do it, and I was absent from my job from one o'clock until quitting time walking through the whole foundry.
Q. Did he see you?
A. I think so.
Q. Do you know whether he did?
A. You can see a man from one end of the foundry to the other.
Q. He didn't pay any attention?
A. Well,—
Q. Was he paying any attention to you?
A. I don't know.
Q. Did you tell him what you meant when you said you had been told to organize?
A. I just told him I was going out to sign up the fellows.

329 Q. That you were going out to sign up the fellows?
A. Yes, sir.
Q. And he said, "If you have to, you have to"?
A. Yes, sir.
Q. Did he tell you to go out in the plant to do it?
A. That was during working hours that I was talking to him, and I left my job during working hours.
Q. You told him when you were going?
A. It was the other boss, Olson, who came up to me and told me to leave my work, it was not my boss.
Q. Your boss did not tell you to leave your work?
A. No.
Q. So far as you know he didn't know that you did leave your work?
A. He knew I was not sick.
Q. Did he know when you were going out?
A. I don't know whether he did or not.
Q. You didn't tell him?
A. No, sir.
Q. What is Olson's job?
A. I guess his title is assistant superintendent of the foundry, I wouldn't say for sure.
Q. When was this?
A. That was about two days after that, it was about the 18th of April.
330 Q. Was he the assistant superintendent of the factory at that time?
A. Oh, yes, still is.
Q. He told you to go out and circulate around the plant and organize?
A. He went as far as to take me up in the hub room and talk to me alone where nobody could hear us, and told me the differences between the unions.
Q. Did you ask him about those differences?
A. Yes, he told me.
Q. Did you ask him about them?
A. I didn't ask him, he told me.
Q. Did you say anything?
A. No, I just listened to him, that is all.
Q. You didn't say anything to him before you went up there?
A. He says, "Frank, I want to see you."
I just followed him, that is all.
Q. Then what happened?
A. Well, when we got in the hub room he explained the differences, we were standing by the window, we were

looking out the window, and he started comparing the differences between the unions. He told me how much better off we would be if we arranged among our fellow workers to have a union amongst ourselves, we could have good times together, and we would not have to be bothered by any outside union. That is what he told
331 me. It sounded good.

Q. So what, what happened after that?

A. After that I left him and went down to sign them up.

Q. Now, you are complaining about that, is that the idea?

A. Complaining?

Mr. Reynolds: I object to that, if the Examiner please.

Trial Examiner McCarthy: Sustained.

The Witness: I am not complaining about nothing.

Q. (By Mr. Ford.) Did you ever solicit members in the plant?

A. Solicit members?

Q. For the C. I. O.

A. No, I haven't.

Q. Did you ever solicit members for the C. I. O. any place?

A. I did, I have signed them up time and again.

Q. Did you ever solicit members in the plant?

A. I haven't, no.

Q. Did you ever see anybody soliciting members in the plant?

A. I don't remember seeing any.

Q. Did you or did you not?

A. Sure.

Q. Where did you sign them up?

A. Where did I sign them up?

Q. Yes.

332 A. In the presence of Louis Salmons.

Q. In the plant?

A. No.

Q. Where?

A. 51st and Wentworth.

Q. 51st—

A. And Wentworth.

Q. And Wentworth?

A. Yes. That was the Sunday after he knew that he was going to get bounced. That was a special meeting. He knew he was going to get bounced Monday morning,

and he had us fellows get together, and they went down to 51st and Wentworth.

Q. Are you one of the ones that Louis Salmons said would have to carry on on the inside?

A. He said we would have to get the fellows and get it organized, and all that, yes.

Q. Were you here yesterday?

A. No, I was not here yesterday.

Q. Is that the time that you became a member?

A. Yes.

Q. And that was in January or February of 1937?

A. No, that was—I don't remember.

Q. You testified, did you not, that you became a member of the C. I. O. in January, 1937?

333 A. That is right. There was two different kinds of cards that I remember, two different kinds of cards at the start. When the C. I. O. started organizing we had to pay a dollar. You had to pay a dollar when you joined, and the second time—

Q. I don't care about that.

Trial Examiner McCarthy: Let him finish.

The Witness: I signed two cards.

Trial Examiner McCarthy: Let him finish, let him explain his answer.

The Witness: I signed two cards.

Q. (By Mr. Ford.) When did you become a member of the C. I. O.?

A. When did I become a member?

Mr. Reynolds: I have to ask the Examiner to permit the witness to complete his answer that he started on.

Trial Examiner McCarthy: You may complete your answer.

Mr. Ford: I ask that I be permitted by counsel for the Board to ask my questions without interrupting.

Mr. Reynolds: I ask the Examiner to admonish counsel not to interrupt the witness when he is giving an answer.

Mr. Ford: If the Trial Examiner admonishes me that is all right, but not when you do.

Q. (By Mr. Ford.) When did you become a member of the C. I. O.?

A. The first time, I really don't remember the date.

334 Trial Examiner McCarthy: You were explaining about two kinds of cards.

A. It was about February, the second week of February when I joined the first time.

Q. (By Mr. Ford.) It was the second week in February?

A. Yes, sir.

Q. How much later was it when you joined the second time?

A. I paid a dollar that time, and the second time it didn't cost me nothing, see.

Q. Do you remember how much later you joined the second time or signed the second card?

A. It was in April sometime.

Q. In April?

A. Yes.

Q. The first time was in February, 1937, and the second time in April sometime, is that correct?

A. Yes.

Q. (By Trial Examiner McCarthy.) What was the difference between the first and second times?

A. It seems to me when the C. I. O. was first organizing they used to charge all members a dollar when they wrote out their membership. When they made the big drive it didn't cost them anything, it didn't cost a fellow anything at all until just lately when they passed a law when a new fellow had to pay $3.00 initiation fee. Be-
335 fore that, it didn't cost a fellow a single penny.

Q. That is the difference between the first and second signing?

A. Yes, the first time any time you got a member it cost a dollar; the second time it doesn't cost nothing.

Q. (By Mr. Ford.) Now, then, in this February time, is that the time you said that you kept in secret?

A. That is the first time.

Q. You joined in January and kept it Secret until February, is that it?

A. As near as I can remember, yes.

Q. What time was it that you joined up with Louis Salmons at 51st and Wentworth, was that the January-February meeting or was that in April?

A. It was the following Monday that he was laid off, I don't remember just exactly the date he was discharged.

Q. Did you join on that date?

A. I joined on that Sunday.

Q. The Sunday before Louis Salmons was laid off?

A. Yes.

Q. Now, how many times did you join the C. I. O.?

A. I filled out two applications.

Q. Just two?
A. Yes, sir.
Q. And that is all?
336 A. Yes.
Q. This Sunday that you joined, was that the first or second time that you signed the card?
A. That was the second time.
Q. That was the second time?
A. Yes.
Q. That was along in April?
A. About April sometime.
Q. About April?
A. Yes.
Q. About the time that the Independent group was being organized?
A. It was before they really got started.
Q. It was just about that time?
A. Yes, about that time.
Q. Now, who is Frohling?
A. He is present here.
Q. He is here?
A. He is present.
Q. (By Trial Examiner McCarthy.) Who is he?
Q. (By Mr. Ford.) What is his job?
A. He is a machinist in the machine shop.
Q. A machinist?
A. I guess that is what he is.
Q. Is he the one that tells you to go out and organize?
337 A. Yes, he said—he told me to organize amongst the men. He was the one.
Q. Is he a member of the C. I. O.?
A. I don't believe he is.
Q. Is he a foreman?
A. Not that I know of, no.
Q. Let me ask you some questions about the time Shaskinskis took this paper out of your hand and started to place the names on it.
A. Yes.
Q. When was that?
A. That was just two days following—it was about April 18th, somewhere along in there.
Q. Was that before or after you first signed up with the C. I. O.?
A. I was signed up before that.

Q. And that was after you had signed up with Louis Salmons on that Sunday?

A. Well. I had signed up already.

Q. (By Trial Examiner McCarthy.) Which time?

A. I was signed up twice.

Q. (By Mr. Ford.) Was that the first time or the second time?

A. That was the second time that I was signed up.

Q. In other words, you had been signed up both times?

338 A. Before this outfit came, see.

Q. Before Shaskinskis came along and took the paper out of your hand?

A. Yes.

Q. Now, what did he do with that paper after he took it out of your hand?

A. I told Bill that we were organizing for a union amongst the working men in the shop, and he took the sheet of paper out of my hand and he went along the line there, about eight or ten fellows working right close by, and he signed up seven at least out of the ten.

Q. What did he say to you?

A. This is for a union amongst the men, and he signed them up.

Q. I say, what did he say to you?

A. To me?

Q. Yes.

A. He didn't say much to me, he just took the sheets.

Q. Did you hand them to him?

A. Yes, sir.

Q. Did you offer them to him?

A. I just give them right to him, yes.

Q. What did you say to him when you gave him the list?

A. I was showing it to him, I had it in my hand like that, and I read the heading to him. After he heard

339 what it was all about, why, he took the sheet right out of my hand.

Q. You didn't say anything to him about taking it at all?

A. What?

Q. You didn't say anything to him about taking it?

A. No, I didn't say anything to him about taking it away from me, no.

Q. Then what did he do after he got it? What do you

say he did, that he went along by the machines and signed their names?

A. At the time I was up there there was quite a bunch of them together working right close together by the molds, and he was talking just exactly what I told him it was, and he signed these fellows up.

Q. Did he sign their names?

A. He signed their names in his own handwriting.

Q. Do you know anybody whose name he signed without their permission?

A. Yes, I will say that I can remember of a name, he is a German molder working for Shaskinskis over there. I remember that.

Q. Did he sign that man's name without his permission?

A. He signed his own brother without permission.

Q. (By Trial Examiner McCarthy.) What do you mean by that, without permission?

340 A. They didn't put it down, he put it down in his handwriting.

Q. (By Mr. Ford.) You mean he simply used his handwriting, his own handwriting to sign the name?

A. Yes.

Q. How do you figure that he signed the names without permission?

A. He may have said that it was all right for him to sign it.

Q. That is just your imagination, then?

Mr. Reynolds: I object to that.

Trial Examiner McCarthy: Sustained.

Q. (By Mr. Ford.) Do you know whether he signed that name without his brother's permission?

A. I don't know.

Q. Do you know whether it was without permission that he signed the German molder's name?

A. No.

Q. Then why do you say it was without their permission?

A. That was a mistake, I will reject that.

Q. Do you know anybody else he signed up without permission?

A. Yes.

Q. (By Trial Examiner McCarthy.) How are you using that word? Do you know that they were signed with-

341 out their permission?

A. I just don't know that he signed them without their permission, no.

Q. (By Mr. Ford.) Maybe I can put it a little plainer.

A. That is it.

Q. Do you know of anybody whose name was signed by Shaskinskis against that person's will?

A. No, no, I don't. Now, I understand you, no.

Q. And by "permission" I mean if his name was signed, it was done by his permission, or he permitted or allowed or let Shaskinskis sign his name to it.

Mr. Reynolds: I object to that question.

Trial Examiner McCarthy: He is trying to explain it.

Mr. Ford: I am trying to explain it.

Trial Examiner McCarthy: Overruled.

Mr. Ford: Yes.

Q. (By Mr. Ford.) In other words, is it true that every person Shaskinskis signed knew that he signed up for membership?

A. Except one.

Q. Who was that?

A. John, the crane man, I don't know his last name.

Q. John, the crane man?

A. John, the crane man. He works up very high, and he didn't take time to climb up and explain to him 342 what it was all about so he just wrote his name.

Q. Did John object to that?

A. John didn't know what it was all about.

Q. Did John ever raise any question about it?

A. He never raised any question with me, no.

Q. How do you know he didn't know what it was all about?

A. I don't know, he didn't ask me nothing about it.

Q. Did John ever make any complaint about it?

A. Not that I know of.

Q. Did John ever tell you or anyone else in your presence that he did not want Shaskinskis to sign his name to that particular document?

A. I never heard of it.

Trial Examiner McCarthy: I think the witness has explained that.

Q. (By Mr. Ford.) Is that John Huenger?

A. No, that John is on the steel floor, it is a little fat John.

Q. Little fat John on the crane?

A. He works on the crane, they call him "Splitz".

Q. "Splitz"?

A. That is what I have heard them call him, everybody knows him by that name.

Q. Are you still working at the plant?

A. Yes, I am.

343 Q. Has anybody ever told you if you didn't keep up your membership in the Independent Union of Craftsmen that you would be fired?

A. Nobody, no.

Q. Did anybody tell you if you joined the Amalgamated Association of Iron, Steel and Tin Workers that you would be fired?

A. Nobody has ever told me.

Q. You feel perfectly free to belong to any union you please?

A. I do.

Q. You testified, did you not, that your boss didn't care what union you belonged to, if any?

A. I did.

Q. Now, after you got this paper back, what was it that you heard Greenlee say?

Trial Examiner McCarthy: What paper are you referring to?

Mr. Ford: The paper Shaskinski was signing the names on.

The Witness: Greenlee, I don't think—

Trial Examiner McCarthy: Greenlee gave him the papers first.

A. No, it was not Greenlee that gave me the list at the time. I just stated a little while ago that Mr. Greenlee

344 was in my department looking for me, for the return of the papers.

Q. (By Mr. Ford.) Did you give them to Greenlee?

A. Yes, I handed them to him.

Q. Was there any conversation at that time?

A. No, I just gave them to him, he just took them and went right along.

Q. When was that?

A. The same day.

Q. What day?

A. The day I stated.

Q. (By Trial Examiner McCarthy.) Who gave you the list of papers with the heading on, one of which had this heading which you are not able to identify?

A. Ray Frohling.

Q. Ray Frohling gave it to you?

A. Ray Frohling gave it to me, yes.

Q. (By Mr. Ford.) And you gave it to Greenlee?
A. Mr. Greenlee came over for it.
Q. Who is Greenlee?
A. He works in the planning room office, I don't know what his title is.
Q. Is he a foreman?
A. I couldn't say, I don't know, I don't think he is.
Q. Now, when you said that they had a few of their
345 apprentices soliciting, who did you mean?
A. Well, Johnny Lubenkob is an apprentice.
Q. (By Trial Examiner McCarthy.) Who did you mean by "they"?
A. Walter Bolton is another apprentice and a steward.
Q. I don't mean the apprentices, but who do you mean by "they"?
A. I don't know who was really behind it, the head of that union. That is what I mean by that, the head of the union.
Q. The point of your testimony is this, that apprentices were soliciting?
A. Yes.
Q. Is that correct?
A. Yes, sir.
Q. You don't know who—
A. I don't know who had them go around.
Q. (Continuing) —asked them to do it?
A. No, I don't know who had them do it.
Q. (By Mr. Ford.) Now, do you know whether this man Greenlee that you mentioned, do you know whether he is a stock chaser?
A. What?
Q. Do you know what a stock chaser is?
A. No, I don't.
Q. Or a material chaser. Did you ever heard that word?
A. I have heard that expression, yes. No, I know
346 he works in the planning room office, that is about all I know about him. I believe that is his title all right.
Q. Do you know whether Olson saw Walter Bolton making any collections?
A. I couldn't say that he did, but I know that he was not very far from him when he was doing it.
Q. You didn't take any further part in the Independent Union after you turned the list over to Greenlee?
A. No.
Q. Then you were all through with it?
A. I was all through, yes.

Q. And you only joined the C. I. O. on two occasions, that is, you only signed the cards twice?

A. That is it, yes.

Q. Once in January, which you kept secret until February?

A. That is it.

Q. And the other time in April sometime before you solicited these members?

A. That is right.

Q. (By Trial Examiner McCarthy.) How do you know that you signed a card in January?

A. I wouldn't say exactly, all I know is I signed two different cards, two cards I know I signed up.

Q. (By Mr. Ford.) The first time that you signed one was the Sunday afternoon?

347 A. That was the second time.

Q. That was the second time?

A. That was the second time, yes.

Q. And the second time you signed was the Sunday afternoon at 51st and Wentworth when Mr. Salmons said to you that he was going to be fired?

A. Yes, on Monday.

Q. And that you had to carry on?

A. Yes.

Q. He knew he was going to be fired?

A. Yes, he had a pretty good feeling that he was going to get it, that is why he had that meeting with us.

Q. (By Trial Examiner McCarthy.) What was the purpose of that meeting?

A. The purpose was to have the fellows stick together, not give up.

Q. Where does your signing the application come in there?

A. Signing the application?

Q. You said you signed the application the second time.

A. I signed with Louis the first time.

Q. Louis who?

A. Louis Salmons.

Q. Yes.

A. I didn't pay much attention, I didn't get in it very much. I seemed to pull away from it, I didn't pay

348 much attention to it, you know.

Q. That was the time you paid your dollar?

A. No, the first time was the time when I paid the dollar.

Mr. Ford: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Do you remember when Louis Salmons was fired?

A. Yes, I remember when Louis Salmons was fired.

Q. When?

A. Monday morning.

Q. What month was that?

A. It was in April, I don't quite remember.

Q. You don't even remember what year it was in?

A. 1937.

Q. He was fired in 1937?

A. 1936, and he come back in 1937. It was in the last few months of 1936, I guess that is when it was.

Q. (By Trial Examiner McCarthy.) Is that when you signed your card?

A. Yes, that is when I signed my card.

Q. (By Mr. Reynolds.) Before he was fired you signed a card for the C. I. O.?

A. I had a card signed up while he was in the plant and he was organizing. That was the first time I ever signed up.

Q. Yes.

349 A. For a month or so after that I still didn't get in on it, or anything, didn't pay any attention to it or anything. At that time I didn't pay much attention to it, the second time I did.

Q. That was after he came back, the second time?

A. Yes.

Q. The second time you signed?

A. Yes.

Q. Now, does Mr. Olson care what union you belong to?

A. I don't know whether he cares or not, but he stated the difference in the unions, if that made any difference.

Q. Did he say there was a difference?

A. He told me that we would be better off if we fellows organized amongst ourselves, and got up a little union among ourselves. He told me that.

Q. Does Mr. Shaskinskis care what union you belong to?

A. I don't know whether he does or not.

Q. Does Mr. Berry care what union you belong to?

A. I doubt whether he does.

Q. Did you ever hear him express himself in favor of one or the other?

A. I haven't, no.

Q. Now, have you seen any other individual besides Mr. Bolton collecting dues for the Independent Union?

A. Mike Mazibonis.

350 Q. What is his job?

A. Well, he was a foreman, but since things have got slack now he is pushed back like the rest of us, he is a laborer, a core maker like the rest of us.

Q. At the time he was collecting dues, was he a foreman?

A. He was not, no. They had remodeled the Link Belt plant out there, and the only time that he got promoted was after they put two floors on the core room, and they put him upstairs to run that department.

Q. Did you ever see anybody else collecting dues for the Independent?

A. No, that is about the only two I have ever really seen for myself. I know that he carried a little stamp in his pocket.

Q. (By Trial Examiner McCarthy.) Who?

A. This was Mike. When the fellows paid he used to mark it "Paid".

Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Ford.) Isn't it true that Mike was only a subforeman in the core room since January of this year?

A. That is right.

Q. Since January 15th of this year?

A. Yes, he was running the core room on the second floor.

Q. And that started in January of this year?

351 A. Yes.

Q. (By Trial Examiner McCarthy.) Do you know that it was in January or don't you know?

A. No.

Q. All right, say so, if you don't know.

Q. (By Mr. Ford.) Do you know when he became foreman?

A. No, I don't.

Q. How long has he been foreman, do you know, whether ten months or two years or a week?

A. I know it couldn't be very long, it has only been since the foundry was remodeled.

Q. Since the foundry remodeling was completed?

A. Yes.

Q. Then they stuck Mike up on that second floor?

A. Yes, they have to have two foremen in that department.

Mr. Ford: That is all.

Trial Examiner McCarthy: Any other questions?

Cross-Examination.

Q. (By Mr. Wham.) Mr. Lackhouse, you say you were on the old Employees Board?

A. Yes, sir.

Q. When was that?

A. I couldn't say exactly when it was.

Q. Were you on during the time Louis Salmons was on there?

A. I was, yes.

352 Q. And his term expired about the time that he came back from his discharge but somebody had taken his place in the meantime?

A. While he was gone, yes.

Q. Well, they had an election along about the first of January, 1937?

A. They had an election for the vacancy, that is all they had an election for.

Q. They had an election for all of the representatives along about the first of the year, didn't they?

A. I don't remember.

Q. You don't remember that?

A. No.

Q. Were you a representative on that old board up until the time, we will say, that the Wagner Act was declared constitutional?

A. I was a representative up until then, yes.

Q. During that period did you negotiate a wage increase?

A. Well, I have never negotiated, no, but I think they have asked in various persons for wage increases. Mr. Berry would come out and tell us he would pay the boys a 5 per cent increase, something like that.

Q. Wasn't there an increase sometime between January and April of 1937?

A. I don't remember. There has been about four
353 different increases, and I don't remember just exactly now just when they were. There were about four different ones.

Q. Mr. Berry called you in after the Jones Laughlin decision and told you that the Wagner Act was constitu-

tional and applicable to the Link Belt Company, and that the old Board was unconstitutional?

A. Yes, we had a special meeting on that, yes, sir.

Q. What else did he tell you?

A. Well, he told us that it was unconstitutional, and it was up to us fellows to drop it, that was all there was to it.

Q. Just abandon it?

A. Abandon it, that is it.

Q. Did he tell you what to do then?

A. No, he didn't tell us what to do.

Q. He didn't tell you to go out and organize an Independent Union?

A. No, he didn't tell us that, no.

Q. I didn't quite get the connection of this man Zenon Petrouski.

A. I don't know whether you would call him a molder or a molder's helper, but he worked on the steel floor of the foundry.

Trial Examiner McCarthy: In connection with what?

Mr. Wham: I didn't quite understand what he said.

354 Q. (By Mr. Wham.) Was he soliciting?

A. Yes, he was soliciting. That was the day after I was soliciting. He went out the next day. I came back with only thirty applications out of 360, and that was not so good.

Q. You had thirty?

A. I had thirty on my list.

Q. Did Petrouski solicit in your department?

A. Yes, he went through my department.

Q. Was that during working hours?

A. He went through all day long, he went through the whole foundry department.

Q. Did you say that you were paid for the time you spent?

A. I never missed anything in my pay.

Q. You worked on a salary or by the hour?

A. By the hour.

Q. You have a basic rate that you get regardless of what you turn out?

A. When I work day work I just get so much a day, unless I work piece work. I don't usually get piece work because I have been getting complicated jobs, and I can't work piece work.

Q. (By Trial Examiner McCarthy.) The answer to that is that you get a base rate, so much per day?

A. Yes.

355 Q. Is that correct?
A. That is correct.
Mr. Wham: I am assuming that from what he said.
The Witness: That is right, I get a base rate, I get so much per hour.
Q. (By Mr. Wham.) Did you say that Petrouski got paid for signing up some people that night?
A. That is what I don't know, I say he may have, I wouldn't swear to it, I don't know whether he did or not.
Q. You don't think he could have been soliciting out of hours without pay?
A. That I don't know, I couldn't say.
Q. He couldn't possibly be doing it because he wanted to organize a union?
A. I don't know.
Q. What was the point that you were making there about apprentices, about apprentices doing some soliciting?
A. I know there was apprentices soliciting, I know there was one apprentice soliciting.
Q. That was Johnnie Lubenkob?
A. That was Johnnie Lubenkob, yes.
Q. Is there any particular reason why you remembered the apprentices? Is there any reason for referring to the apprentices?
A. No, but it seemed funny to me, it seemed like all
356 the apprentices belonged to it. They were all young fellows, and I thought it was kind of funny myself. I was kind of scared myself because they belonged to it, I thought I wouldn't get the work.
Q. How old are you?
A. Me, myself, I am twenty-three.
Q. Did you say that Olson is an assistant superintendent?
A. I wouldn't swear that was his title, but he has some connection in that office.
Q. He came out to speak to you and said, "Frank, I want to talk to you?"
A. Yes.
Q. So he took you up to the hot room, did you say?
Trial Examiner McCarthy: The hub room.
A. The hub room.
Q. (By Mr. Wham.) The hub room. How long were you there?
A. I doubt if we were there any more than about five or ten minutes, somewhere around there.
Q. And at that time he gave you a canvass in favor of the Independent Union, is that right?

A. Well, he didn't really tell me to make a drive for any union, but he said which one would be better for us.

Q. And what a wonderful thing it would be to have a union?

A. For us fellows to stick together.

Q. Among yourselves, is that right?

357 A. Sure, get it up and keep it amongst ourselves.

Q. Now, you joined the C. I. O. in September, 1936?

A. I don't know exactly.

Q. You say you rejoined in April, 1937?

Trial Examiner McCarthy: What is that?

The Witness: April.

Trial Examiner McCarthy: There is a lot of confusion on that.

Mr. Wham: I am confused, I would like to get the fact.

The Witness: I can't remember dates very well, I just can't get it, I just get balled up myself.

Q. (By Mr. Wham.) That is all right. At least, you belonged to the C. I. O. at the time you solicited for the Independent, didn't you?

A. Yes.

Q. How did you happen to solicit for the Independent?

A. I just went around like I told you before. I was never in very thick with the C. I. O. As far as I was concerned, I didn't care at that time.

Q. You were just a good fellow and you were going to help anybody that came along, is that right?

A. It didn't make any difference to me that time.

Q. Louis Salmons didn't tell you to help the Independent and act as a spy?

A. No, he didn't.

358 Q. Nobody ever said that to you?

A. To tell the truth they knew what I was doing around there, they thought I had changed to the other side, and it took me quite a while to explain, I thought I would get the works. I thought the C. I. O. would probably think it funny when they saw me going around organizing the Independent Union when I really belonged to the other side.

Q. Did they ask you about that?

A. They asked me about that, yes, after I was through.

Q. What did you tell them?

A. I told them, what the heck, you don't have to kick, I didn't sign up very many of them, I just went around.

Q. You signed up thirty?

A. Thirty, yes, sir.

Q. You never solicited for the C. I. O. on company time, did you?

A. No, I didn't.

Mr. Wham: That is all.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

Mr. Ford: May I have one more question?

Trial Examiner McCarthy: If it is pertinent and you haven't gone over it before.

Recross Examination.

Q. (By Mr. Ford.) You were on the Board, on
359 the Employees Representation Plan at the time Louis Salmons was on it?

A. Yes, I was.

Q. Do you know whether or not any wage increases were discussed any time you served on that board?

A. Yes, I remember a few times that we were there when Berry told us that we were going to get a 5 per cent increase at one time, and I think it was a 6 per cent increase the next time. We always got the good news first.

Q. You always got the good news first?

A. Yes.

Trial Examiner McCarthy: Is that collective bargaining? You may be excused.

Call your next witness. We are dragging along, gentlemen.

(Witness excused.)

Mr. Reynolds: Mr. Johnson.

Before I start questioning him I want to make my motion to amend paragraphs 7 and 8 of my complaint, and to substitute paragraphs 7 and 8 which I have had typed and prepared.

Trial Examiner McCarthy: Have you seen those, Mr. Ford?

Mr. Ford: I have just seen them. I know the substance of it, and I think that the objections which I made to the oral motion, to the oral amendments made by Mr. Reynolds yesterday, can properly stand to the pro-
360 posed typewritten amendment which Mr. Reynolds has submitted today.

Briefly, I will say that the amendment is not timely. It changes the allegations in the complaint.

Trial Examiner McCarthy: In what respect?

Mr. Ford: First they tell us that Salmons was to take

the same job back, now we find he was put back on another job.

Trial Examiner McCarthy: Do you feel that is material?

Mr. Ford: I think that is very material from the Respondent's standpoint.

Secondly, the amendment is contrary to the proofs which are already in.

Trial Examiner McCarthy: That proof stands.

Mr. Ford: If that proof stands there is no point in amending the complaint to vary from the proofs. And it is not timely. I will not argue it at any greater length, I just make my objection.

Mr. Reynolds: I would like to have it pointed out where it varies from the proof.

Mr. Ford: The amendment varies from the proof particularly in the reference to Mr. Salmons' discharge.

Trial Examiner McCarthy: What are you referring to there, the first paragraph, or the paragraph marked Number 7?

Mr. Ford: I will read the whole thing, and then
361 quote the typed portion to which I refer.

Paragraph 8 does not conform to the proofs and completely changes certain alleged allegations. For instance, the first sentence of Paragraph 8, when he states that Louis Salmons was reinstated to a different position, in which position Louis Salmons worked fewer hours after his reinstatement.

We don't know anything of the kind from the proof, and if it is not to conform to the proof, it certainly is untimely to change in the complaint the allegation alleged to have been committed against Mr. Salmons, as we were advised first that he was reinstated to the same job, and now we find that he not only got a different job, but worked fewer hours, and that the other employees worked more hours, and he worked less than he did before.

It requires a complete analysis of Mr. Salmons and all of his fellow workers in that department. I don't think that is a fair thing to do, to start trying the case and then come in and find, when things are not quite as they thought they were, that they have changed it, and not only changed it but changed it not to conform to the proofs here.

Trial Examiner McCarthy: Do you feel if this amendment was allowed it would be prejudicial to your client's position?

Mr. Ford: I will say no, because I will not permit it to be prejudicial, we will prepare a defense to it, re-
362 gardless of the length of time required.

Trial Examiner McCarthy: It really makes no difference then.

Mr. Ford: We will prepare—

Trial Examiner McCarthy: It really makes no difference then whether the amendment is allowed or not.

Mr. Ford: It makes a difference in that we should in these proceedings, as in any other orderly proceeding, be advised in the ordinary course of events—

Trial Examiner McCarthy: I agree with you, that is what I am trying to find out.

Mr. Ford: The only prejudice is that it completely—causes us to completely revise our defense after the hearing is well under way, when we have to go to the expense of preparing it on one theory, and then have to prepare it on another.

But we have a staff of lawyers and the Link Belt Company has a staff, and we can do so, if necessary.

Trial Examiner McCarthy: The Examiner will deny the motion to amend but will grant a motion at the end of the Board's case to amend the pleadings to conform to the proofs.

Mr. Ford: The other feature which I think is important is that we have lost the right to cross-examine the witness Salmons and the witness Novak on the revised charges of the complaint.

363 Mr. Reynolds: If the Examiner please, I just can't understand these objections. We have got Mr. Salmons here. If they want to ask any more questions along that line, we have him here. As far as Mr. Novak is concerned, there was a complete cross-examination of him and his story when he testified, and this amendment is to conform to a different angle of his testimony on the case that was not previously understood by the Board.

Now, I thought the purpose of the amendments was to remove all matters like that.

Mr. Ford: That is not the purpose of amendments, and never has been the purpose of amendments as far as I know in my practice.

Trial Examiner McCarthy: All right, at the end of the Board's case—

Mr. Ford: To correct the Board's counsel's misapprehension, we haven't cross-examined Novak at any length.

Trial Examiner McCarthy: Just a minute, at the end

of the Board's case the Examiner will grant a motion to amend the pleadings to conform with the proofs. That will be fair to both sides.

Mr. Reynolds: Do you mean without the submission of a written motion?

Trial Examiner McCarthy: Yes.

Mr. Reynolds: I am sorry, but I can't agree with
364 that interpretation of the Board's procedure. We have definite instructions to amend our complaint in writing, or motion to conform to the proofs. A motion to conform to the proofs must naturally follow the decisions.

Mr. Ford: It will be agreeable to the Respondent if it is amended to conform to the proofs, and amended in writing.

Trial Examiner McCarthy: You may proceed.

Mr. Reynolds: Mr. Johnson.

FRED JOHNSON, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) State your name and address.

A. Fred Johnson, 259 West 115th Street.

Q. Are you employed by the Link Belt Company?

A. Yes, sir.

Q. How long have you worked there?

A. It is four years last November.

Q. And what is your occupation, Mr. Johnson?

A. Electrician, maintenance.

Q. What is the nature of your work?

A. Well, it is shooting trouble, electrical trouble around the plant.

Q. You work in different parts of the plant?

365 A. Work practically all over the plant and the office.

Q. Now, is the work that you do similar to the work that Mr. Louis Salmons performed at one time?

A. I took it after Louis Salmons came—well, I took it over at the time that he was let out.

Q. During the time that he was out you did the same type of work that he did?

A. Yes.

Q. Do you recall the hours that you worked from September to December of 1936?

A. No, not unless I look it up on the quarterly report card.

Q. Do you remember how many days a week you worked?

A. Five and a half, sometimes six.

Q. Did you ever work on Sundays?

A. Well, we worked on Sundays on special break-down jobs, yes.

Q. And after Mr. Salmons came back in December, 1936, how many hours did you work, and how many days?

A. Along about the same way until lately.

Q. Until lately?

A. Yes.

Q. Is your rate of pay similar to that of Mr. Salmons?

A. My rate of pay is lower than Mr. Salmons'.

Q. Lower. Do you know how many hours Mr.
366 Salmons worked after he came back?

A. Yes, sir, he worked forty hours. He didn't get any Saturdays in for a while there.

Q. How many did you work?

A. I worked practically Saturdays all the time; it was the only time we could work on the machines that were running during the week.

Q. How many hours were you working during the week on the average after Mr. Salmons came back?

A. Forty-four to forty-eight hours.

Q. Forty-four to forty-eight?

A. Yes.

Q. Did that include the Sundays that you worked also?

A. That would be hard to figure that, because Sundays, the Sunday work that we worked would not be steady. Some Sundays we were off, and some Sundays we were working. For a while we were working Sundays pretty steady.

Q. Did Mr Salmons work then on Sundays?

A. No, sir.

Q. He worked at one location, did he not?

A. He was on the bench work, the repair of motors and such things as we could bring upstairs.

Q. Now, are you a member of the C. I. O.?

A. Yes, sir.

Q. Do you recall when you joined?

367 A. I joined after Mr. Salmons came back.

Q. After Mr. Salmons came back?

A. Yes.

Q. And where did you join?

A. I believe I met Louis over on the corner of 39th and Wentworth in a restaurant.

Q. Did you attend the union meetings?

A. I did.

Q. Were you active in union work?

A. I was quite active after Louis came back.

Q. Describe what your activities were.

A. In meeting the men, talking to the men, trying to get them to join our organization.

Q. Do you recall whether any other labor organization appeared on the scene at the Link Belt Company after you joined the C. I. O.?

A. The only time that I remember was after the Employees Representation Board was disbanded, a notice came up on the bulletin board a couple of days later, that they came out with a petition which was handed to me by "Baldy" Johnson, I don't know his first name, we call him "Baldy" Johnson. He is a blacksmith in the steel shop.

Q. Was it during working hours?

A. It was during working hours.

Q. What did he say?

368 A. He said, "Sign this."

I looked at it, and for the hell of it I signed.

Q. Did you see him ask others to sign?

A. I saw him ask others, yes.

Q. Did you see anyone else soliciting signatures?

A. I saw this here fellow "Splitz", Bill Siskauski out in the foundry.

Q. What was he doing?

A. At the time I came up he was handing the list to Frank.

Q. (By Trial Examiner McCarthy.) Who is Frank?

A. Lackhouse.

Q. (By Mr. Reynolds.) What did you hear him say, if anything?

A. I was standing right behind him when he wrote down their names.

Q. (By Mr. Wham.) And what was Lackhouse doing, who was he talking to?

A. He was standing alongside of this Siskauski.

Trial Examiner McCarthy: That is the foreman in the foundry?

The Witness: A foreman in the foundry.

Q. (By Mr. Reynolds.) After you signed the petition did you know what the petition was for?

A. I did in a way, I read the heading on it.

Q. Do you recall what it was in substance?

369 A. It said, we, the undersigned employees of the Link Belt—I don't know—wish to form an organization of our own, or words to that effect. I couldn't give you the identical words.

Q. Did you follow that up any more after that? Did you take part in any further activities?

A. No, I didn't, outside of attending one of their meetings.

Q. Which meeting was that?

A. I believe it was the first meeting they held.

Q. Do you remember when it was?

A. Well, I came up to the meeting—

Q. What date, do you remember? How long after you signed up?

A. I don't know whether it was a few weeks or a month after, somewhere around in there, I couldn't tell you exactly.

Q. Then what happened?

A. I got up there, and when I got up there Paul Bozurich was in there, and I believe Mr. Wham was in there, and he was up there talking, and Paul Bozurich was making some remarks about the cards.

Q. (By Trial Examiner McCarthy.) Paul whom?

A. Bozurich, about some clause in those cards that practically took away your right to join any other organization. At that time Mr. Wham began questioning Paul Bozurich about whether he worked in the plant. I knew

370 that Mr. Wham didn't work for the Link Belt Company so I began to question him back to find out what right he had to question Paul. I think Litster was chairman, and all I could get out of Mr. Wham was "Mr. Chairman, Mr. Chairman", and so I walked out.

Q. (By Mr. Reynolds.) Did you attend any other meeting?

A. I tried to attend another meeting.

Q. What happened?

A. I came up and the meeting was closed, they had guards at the door.

Q. How many guards?

A. I just saw two standing there.

Q. And then what happened?

A. Jeske was a guard at the door and he told me that I couldn't come in.

Q. What did you do?

A. I turned around and walked back and forth, stayed out in the hall for a while. Finally I thought I would find out why I couldn't get in, and the door opened and there was a policeman inside. I asked to talk to the officer. He came out and I asked him why I was not allowed in the meeting, that I was an employee of the Link Belt Company, and I believed I had a right to go in there.

Q. What happened then?

A. He went up to the front, he told me he went up to the front, I couldn't say whether he did or not, because I couldn't see him, the door was closed. But he came
371 back in a little while and told me it was a closed meeting, they were voting to elect officers.

Q. Was that the last effort you made to attend a meeting of the Independent Union?

A. That was the last effort, I didn't see any use of trying any more.

Q. Now, you went back to work after that?

A. After the meeting?

Q. Yes.

A. No, that meeting was held in the evening.

Q. The next day you went back to work?

A. Wait a minute—yes, the next day I went back to work, if I remember right.

Q. (By Trial Examiner McCarthy.) When did this meeting take place?

Q. (By Mr. Reynolds.) Do you recall the date of this meeting?

A. I was trying to think whether it was a week-day or on a Saturday—no, it was a week-day.

Q. Do you recall what month it was in?

A. I don't recall the month at all, just what month it was. It was back in the spring, I believe. It was somewhere in there.

Q. (By Trial Examiner McCarthy.) In the spring of 1937?

A. 1937.

372 Q. (By Mr. Reynolds.) Now, did you carry on any activities at all for the C. I. O. after this time?

A. I don't understand, activities after which time?

Q. After you tried to attend the second meeting of the shop union.

A. Oh, yes, I was very active in the C. I. O. then.

Q. Now, did any foreman or supervisory official of the company ever say anything to you about the C. I. O. or the shop union?

A. Well, not exactly anything about the C. I. O. or the shop union, only that I was called up before Mr. Fred Pyle.

Q. Who is he?

A. He is the works engineer.

Q. And what did he say?

A. Well, it happened that I was over in the crane department on some little job I was over there for, and I was up on the balcony there. They have a little electrical supply room there, and I was talking to a lad up there, and I came back across the street—it was noontime, the whistle had just blown, and I was told by my boss, Mr. Joe Forss, Mr. Pyle wished to see me.

So I went over to Mr. Pyle's office. He told me to come in and sit down. I didn't know what it could have been all about. Mr. Pyle says to me, "Fred, you and I get along pretty good. I have a job here, I am only
373 working here the same as you are."

I didn't know what he was driving at. I asked him to come to the point.

He says, "You have been walking around and talking to the boys too much."

I says, "All I could tell you is I have been walking around quite a lot on maintenance, and the boys always had a few words to say here and there when we would go around."

He says, "That is not what I mean."

I says, "I don't know just what you are getting at."

He says, "You remember Louis Salmons being let out of here, we don't want a repetition of the same thing."

And it began to dawn on me just what was coming up. So then I asked him, "Just what is the idea; when I go around do I just have to ignore these fellows and say nothing to them?"

He says, "You don't have to go that far, just cut it down a little bit."

And we let it go at that, and I went back to work.

Q. Did you notice any difference in the behavior of any of the foremen towards you after that?

A. I had noticed in walking around when I got over to the boring mill department this fellow Charlie Leonard, wherever I moved—

Q. Who is he?

374 A. He is the foreman of the boring mill department.

Q. And then what happened?

A. I would be looking at the motors as we always do when we walk around the plant and inspect them, and he was right behind me. Well, across the street there is what we call the roller department, and I was walking in there, and they have a little motor setting on the floor, which always kicks up trouble, and I was checking it, and he was right back of me, and I says, "What the hell are you doing, if I need a little puppy to take on a leash, I will buy one."

He says, "Don't make it any worse for me than it is now and cause us too much trouble."

Q. Were you talking about the union at that time?

A. I was not talking about the union at that time, no, sir. I had received my warning already, and I just wasn't saying anything.

Q. Now, did you ever speak to Leonard on any other occasion about solicitation?

A. No, there was no other occasion. We have a cable running across the shop right up in Leonard's department by the boring mill there, and this cable blew out, and we were putting in a new one, fixing it up. We were working there, and there was some fellows there, and Leonard was standing around, and we was kidding around, and he started to mention something about the C. I. O.,

375 it was more or less kidding. I seen what was going on down the line and I says, "These other men can go around the place as they damn please."

He says, "What do you mean?"

I says, "Frohling can go around the place as he damn pleases."

I says, "He is down the line there now, he is talking to Max Winkler."

And he looks, and he says, "I don't see him."

In a little while Max comes up and says, "What the hell are you letting them men roam around the place for?"

Q. How far away was Frohling at the time you were speaking to Leonard about it?

A. I should judge about a hundred feet.

Q. Did Mr. Leonard go down to see what he was doing?

A. He just stepped out in the aisle and looked down.

Q. He said he didn't see him?

A. He said he didn't see him.

Q. Did any other supervisory employee ever say anything to you?

A. Not in a direct way concerning organizing, but I was being stepped on, or I was kind of pushed around.

Mr. Ford: I would like to object to the last remark as utterly irrelevant, the times he was stepped on. The whole testimony so far has been that he was called for doing things by a number of supervisors for which
376 the supervisory men throughout the plant have the right to criticize him.

Trial Examiner McCarthy: What is the purpose of this last question?

Mr. Reynolds: It is to show that the company demonstrated its feeling toward that union, in that they stopped the C. I. O. members and allowed the agents for the shop union to go unmolested.

Trial Examiner McCarthy: You may proceed.

Mr. Ford: So far the Board has proved this fellow had not called down the wrath of his supervisors, only that they wanted to stop him—

Mr. Reynolds: I object to the argument.

Trial Examiner McCarthy: Sustained. You may proceed.

Mr. Ford: I don't mind the Board trying my case—

Mr. Reynolds: I am glad you think it is.

Trial Examiner McCarthy: We will recess for five minutes.

(A short recess was taken.)

Trial Examiner McCarthy: You may proceed.

Mr. Wham: May I suggest, Mr. Examiner, that the Independent Union be referred to as Independent rather than a shop union, because as a matter of fact we include more than just the shop.

Trial Examiner McCarthy: I am sure counsel will re-
spect your request, I can't help how the witnesses re-
377 fer to it.

Mr. Wham: Of course, if they quote some conversation in which it was referred to as a shop union, that is proper.

Q. (By Mr. Reynolds.) Now, Mr. Johnson, did you ever see any notices put up around the plant concerning the affairs of the Independent Union?

A. Oh, yes, they have a bulletin board in the machine shop, one in the foundry, one in the steel shop.

Q. How many bulletin boards do they have?

A. I know of those three, and one in the pattern shop. I don't recall how many in the office, I don't know whether it is one on each floor or not. There is one probably anyway.

Q. You know of at least four?

A. I know of at least five.

Q. Now, how long have those bulletin boards been up around the place?

A. They have been up shortly after the notice went out that the Independent Union had received recognition.

Q. (By Trial Examiner McCarthy.) When was that to the best of your recollection?

A. I don't know the date.

Q. (By Mr. Reynolds.) What was the date, do you know? What was the notice?

A. I don't remember the date.

Q. What did you see?

378 A. I didn't see any date, I am trying to think what date it was.

Q. I show you Board's Exhibit 10 and ask you if you ever saw that before?

(Handing document to the witness.)

A. This is what was on the bulletin board.

Q. What date does that bear?

A. April 21st, 1937.

Q. (By Trial Examiner McCarthy.) Is that the notice that you referred to there as the first notice?

A. This is the first notice I noticed on the bulletin board.

Q. The first notice?

A. Yes.

Q. (By Mr. Reynolds.) It was after you saw that first notice that the bulletin boards were installed?

A. Shortly after that.

Q. Now, do you know where those bulletin boards were made? And under what circumstances?

A. They were made in the pattern shop.

Q. By whom?

A. By a man by the name of Eric Anderson.

Q. How did he happen to do that?

Mr. Ford: I object to that as calling for a conclusion. He does not know how Eric Anderson happened to do

379 that.

Trial Examiner McCarthy: He may answer.

A. The boss came to him, Carlson came to him.

Q. (By Mr. Reynolds.) What is his position?

A. He is the boss of the pattern shop.

Q. What did he say?

A. How to make them, to cut them out.

Mr. Ford: I object to this as being hearsay far removed. I think before we go on, that the time and place and the presence of this witness at that meeting should be established. Otherwise, it is hearsay, certainly, several degrees removed.

Q. (By Mr. Reynolds.) Did you see this take place?

Trial Examiner McCarthy: Objection overruled.

A. I did not.

Q. (By Mr. Reynolds.) How do you know that this thing happened?

A. Eric Anderson told me himself.

Q. What did Carlson tell Anderson?

Mr. Ford: Now, I object to this hearsay, as to what Carlson told Anderson.

Trial Examiner McCarthy: Objection overruled.

Mr. Ford: I will offer at this time to make available the persons alleged to have had that conversation and put them on the stand so that they can testify first hand.

380 Trial Examiner McCarthy: You may proceed.

The Witness: Carlson told Anderson—he says, "Throw these out in a hurry."

So Anderson went ahead and cut them out.

Q. (By Mr. Reynolds.) And then what was done with them?

A. Then they were taken—I don't know where they disappeared to, the next I saw he was cutting a stencil in the shipping room for the Independent Union.

Q. Who cut it?

A. Frohling.

Q. And what was the purpose for which the stencil was cut?

A. It was written on there "Independent Union of Craftsmen".

Q. Do you know whether any other printing work of the Independent Union of Craftsmen was done on the company's premises?

A. Well, some of the papers that came out, these notices, were printed on the mimeographed machine of the Link Belt.

Q. How do you know that?

A. Bob Ellson up in the planning room made that remark to me.

Q. Now, did you notice any other equipment of the Independent Union which was prepared in the plant?

A. No, I did not.

Mr. Ford: I object to the question. He has not notic anything which was prepared in the plant at all.

Q. (By Trial Examiner McCarthy.) Was the 381 anything else prepared in the plant that you know o

A. Not that I know of, not right offhand.

Q. When you refer to equipment, do you mean chai tables or what do you refer to?

Q. (By Mr. Reynolds.) Or any other furniture of a description made for the Independent Union?

A. No, not that I know of.

Q. Was there any other remark or statement made you about the C. I. O. other than those you have alrea mentioned, by a foreman or supervisory officer?

A. No, not with regard to the C. I. O.; no.

Q. Anything concerning the Independent Union?

A. Well, I have had some of the lads like John Bail make a remark—

Q. Who is he?

A. He works in the planning room.

Q. (By Trial Examiner McCarthy.) What were t remarks?

A. He made the remark that I couldn't join the In pendent Union now if I wanted to.

Q. Did he say why?

A. He didn't say exactly why, but the only conclusio drew was because I was active in the C. I. O.

Mr. Reynolds: That is all.

Mr. Ford: I move that the answers be stricken as r responsive. He was asked about supervisors, and 382 has not told about any supervisors.

Q. (By Mr. Reynolds.) Is Mr. Bailey a foreman an assistant foreman or a straw boss?

A. No, he is—I don't know, he is a clerk, I guess, in t planning room, a clerk for the steel shop; only he is no rate setter, he is a clerk. That is all I know that he is.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Ford.) John Bailey is just another wo man out there, isn't he?

A. No, he is a clerk.

Q. A clerk?

A. He is a clerk in the office, the planning room.

Q. Is he a foreman or supervisor; is he given the rig to hire or fire? Is he anybody's boss?

A. No.

Trial Examiner McCarthy: He said he was a clerk.

Mr. Ford: Then I move that his answer as to what John Bailey said be stricken as not responsive and immaterial.

Trial Examiner McCarthy: Overruled.

Q. (By Mr. Ford.) Who is Bob Ellson?

A. Bob Ellson has charge of the second floor of the planning room.

Q. Is he your boss?

383 A. He is not my boss.

Q. Did he tell you that the notices of the Independent Union were printed on the plant mimeograph machine?

A. He made that remark, yes.

Q. Is he a member of the C. I. O.?

A. No, sir.

Q. Is he a member of the Independent Union?

A. That I don't know.

Q. Did you ever see any notices printed on the company's mimeograph machine?

A. The paper I have seen corresponds to the paper I have seen which the company uses, which goes out through the plant.

Q. (By Trial Examiner McCarthy.) Did you see any notices printed on the mimeograph machines?

A. Not absolutely, no.

Mr. Ford: I move that his former answer be stricken as not responsive to my question.

Trial Examiner McCarthy: It will be stricken.

Mr. Ford: It will be?

Trial Examiner McCarthy: Yes.

Q. (By Mr. Ford.) What about this bulletin board that was to be thrown together in a hurry up in the shop? Do you know the circumstances under which the bulletin boards were prepared, how they happened to be built?

384 A. Which do you mean, the circumstances.

Q. Do you know how they happened to be built?

A. They were cut out with a bandsaw, if that is what you mean.

Q. Do you know whether the Independent Union of Craftsmen had taken up with the management the matter of putting up bulletin boards in the plant?

A. That I don't know, but they must have, because they put them on the wall.

Q. How long have you been a union man?

A. Before I came with the Link Belt?

Q. From the beginning of your union experience up to now.

A. I was in Local 134 of the Electrical Workers, I. B. E. W. I was in there six or seven years, served my apprenticeship there.

Q. Are you familiar with the fact that one of the first things that a union in these days asks for is the use of bulletin board space?

A. That is right.

Q. You know that is a fact, do you not?

A. Yes, bulletin board space.

Q. And you—do you know whether the Independent Union of Craftsmen had made such a request of the Link Belt Company?

A. How should I know that, I don't belong to them.

385 Trial Examiner McCarthy: You can answer that yes or no.

A. No.

Q. (By Mr. Ford.) Do you know who furnished the material for the bulletin boards?

A. The Link Belt Company.

Q. Do you know who furnished the labor?

A. The Link Belt Company.

Q. Do you know how many bulletin boards there were up there in the shop to be built?

A. In the shop?

Q. That you saw being built, or did you see them being built?

A. I seen them start to cut them, I know they got the order. I seen they got the order as I walked through there.

Q. Do you know whether they were built to order?

A. Up there in the pattern shop, yes.

Q. Did you see that?

A. The man who built them told me he had.

Q. Did you see them?

A. I seen the boards, yes.

Q. Did you see the boards being built?

A. I can't stand around and watch them.

Q. Who built them?

A. Eric Anderson.

386 Q. Eric Anderson?

A. Yes, sir.

Q. What is Eric Anderson's job?

A. He is a pattern maker.

Q. Is he a foreman?

A. No, sir.

Q. Is he a supervisor?
A. No, sir.
Q. And did you hear Carlson tell Anderson to build them?
A. I didn't hear Carlson tell Anderson to build them, no, sir.
Q. Do you know what Carlson's job is?
A. Carlson is foreman of the pattern shop.
Q. Was he at that time?
A. Yes, sir.
Q. Now, how many times have you been warned to keep moving and not stop and talk to employees around the plant?
A. I have been told by Mr. Pyle. Mr. Berry has spoken to my dad to the extent that he talked to me, that I was doing too much talking around the plant.
Q. Anybody else?
A. Outside of just the foreman coming around and asking me what I am doing, when I have been doing it for a long time, they never bothered me before.
Q. What did they tell you about keeping moving?
387 A. They asked me, "What are you doing here?"
Q. And did you move on after that?
A. I would go about my business after I was told to keep on moving.
Q. Did any of them ever tell you that you should belong to one union or should not belong to another?
A. No.
Q. Did any of them ever tell you that you should not take up the time of your fellow workmen when they were busy on a job?
A. Oh, yes.
Q. Do you know a man by the name of Bjork who worked with you?
A. Yes, sir.
Q. And each of you would go around the plant shooting trouble?
A. Yes, sir, not always together, no.
Q. That is your job, between you?
A. Yes.
Q. To be available to go from place to place in the plant where they had trouble and take care of it?
A. Yes, sir.
Q. What is your hourly rate of pay, your present hourly rate of pay?
A. 90 cents.
388 Q. 90 cents?

A. Yes, sir.

Q. And can you tell me what your rate of pay was from September 21st to November of 1936?

A. No.

Q. Do you know what it was from November to December 31, 1936?

A. No, I couldn't tell you that, I don't remember.

Q. Do you know what it was from immediately following December 21, 1936?

A. No. I received increases over there, gradually from the time I started, when I got 50 cents an hour.

Q. (By Trial Examiner McCarthy.) You started at 50 cents an hour and are up to 90 cents an hour now?

A. Yes.

Q. (By Mr. Ford.) Do you know what Mr. Louis Salmons' present rate of pay per hour is?

A. His present rate?

Q. Yes.

A. I believe it is a little better than a dollar.

Q. Did you testify that you received four to eight hours per week more work than Louis Salmons did after he got back?

A. I testified he was at the bench, not on maintenance.

Q. He was at the bench, not on maintenance. You for a period after his return in December, 1936, got four to
389 eight hours per week more than he did?

A. Yes, sir.

Q. And you were a member of the union at that time?

A. In what way?

Q. You were a member of the C. I. O. at that time?

A. I was a member of the C. I. O. shortly after Louis came back, yes.

Q. And after that time you received four to eight more hours per week?

A. I was receiving it all the time he was gone and before he left.

Q. You were also receiving that before he left?

A. Yes.

Q. You testified here—

A. I was not receiving—let me get this straight—I was not receiving that much more just before he left, we were all on that basis.

Q. You received that much more after he got back?

A. After he got back.

Q. You and Bjork took over Salmons' work after he left in September, 1936?

A. Yes.

Q. Now, the two of you, between you, continued to do the work that he was doing prior to that time?

A. He was not doing it all alone.

390 Q. He was not doing it all alone?

A. No, he was not doing it all alone.

Q. Who was helping him?

A. We all pitched in once in a whole around there. The work got heavier after that, two of us on it continually.

Q. Anybody else come into that department since then?

A. Oh, yes, they have hired two men since.

391 Q. Hired two men since?

A. Yes, sir.

Q. Do you know how much they are getting?

A. One is not getting anything.

Q. He is not getting anything?

A. No, sir, he is laid off.

Q. What is the other one getting?

A. Right now?

Q. Let us take a period from December, 1936, the latter part of December, 1936, until, say, April of 1937.

A. They are getting approximately the same hours we were getting.

Q. And that was how many?

Q. (By Trial Examiner McCarthy.) You refer to the new men?

A. The new men. That is what he is referring to, the new men, I hope.

Q. (By Mr. Ford.) I beg your pardon.

A. You are referring to the new men?

Q. Yes, I am referring to the new men.

A. Yes, sir.

Q. Do you know what their rate of pay was?

A. No, sir.

Q. Do you know whether it was greater or less than yours?

A. I believe it was less.

Q. Less?

392 A. That is what I believe, I don't know.

Trial Examiner McCarthy. Haven't you got a witness who will introduce the financial records which will show exactly?

Mr. Ford: Yes. What I am getting at, Mr. Examiner, on direct examination Mr. Johnson said that he was get-

ting more hours, and I am leading up to questions as to how the work can be distributed.

Q. (By Mr. Ford.) Isn't it true there is so much work to be done? That is true, isn't it?

A. What do you mean, there is so much work to be done.

Q. In other words, there is a certain amount of work to be done?

A. There is never a certain amount.

Q. Whatever there is it has to be done.

A. Whenever anything breaks down we have to do it, and sometimes we have to stay there even until midnight.

Q. And on Saturdays?

A. Yes, sir.

Q. And Sundays?

A. Yes, sir.

Q. Any time?

A. Yes, sir.

Q. Any time there is any work to be done it has to be done by those men in the maintenance department?

393 A. That is the understanding.

Q. Now, is it or is it not true that if more men were put in there on maintenance the hours of those who are now there would be further reduced?

A. No, I don't think so. If we had 40 employees, if it had to be done, it would be done.

Q. That is true, but the more men the less hours per week?

A. I wouldn't say that for trouble-shooting.

Q. Take your last week, for example. If you had more men there you would have less hours per week?

A. If we had more men we would all have to go home.

Q. You would all have to go home. Now, take the last week, the larger the number of men, the fewer hours you would work?

A. Not when the plant is running full force, no.

Q. Assume it is running full force and you have enough men to take care of all your maintenance electrical work, and you put another man in there, then what happens? He either has to stand around and do nothing or else take over some work of the other men, does he not?

A. We have two kinds of men, men that work on trouble-shooting and men that work on construction work. Now, you put more men on construction work and naturally you cut the hours down. In trouble-shooting we have just so many men that can be on the work, you can't have

them walking around on each other's fingers on the job.

394 Q. But you would have to dilute the number of hours of work if you put another man in there, would you not?

Mr. Reynolds: I object to that question.

The Witness: It is a little too deep for me.

Q. (By Mr. Ford.) I will drop that. How long have you worked there, four years did you say?

A. Four years, a little better than four years.

Q. Now, do you know whether the work that Mr. Salmons is now doing was previously done outside of the plant?

A. No, the work he is at was not previously done outside the plant, no.

Q. It never was done outside the plant?

Trial Examiner McCarthy: You will have to answer yes or no so the stenographer can take it down.

A. I am forgetting about him. No.

Q. (By Mr. Ford.) Now, "Baldy" Johnson is the blacksmith?

A. Yes.

Q. This little "Splitz", who is that?

A. Little Splitz.

Q. Did you refer to Little Splitz?

A. That is Willie Syskauski.

Trial Examiner McCarthy: The foreman of the foundry.

The Witness: What the hell is his name—

Q. (By Mr. Ford.) That is Little Splitz?

A. Yes.

395 Q. Was Bill Syskauski soliciting members?

A. He was taking a list and writing their names down.

Q. Is that the incident—

A. That Mr. Lackhouse referred to, yes.

Q. That Mr. Lackhouse referred to a while ago?

A. Yes, sir.

Q. Do you know anybody whose name was signed by Syskauski who didn't want their names signed by him?

A. I don't know whether they had any choice,—

Q. For the time being, just answer my question, whether you do know of anybody whose name was signed by him who did not want their names signed by him?

Trial Examiner McCarthy: I think the witness testified that his information is the same as the prior witness.

Q. (By Mr. Ford.) Now, where was this meeting at which Paul Bozurich and Mr. Wham were present?

A. Over to the hall, 3143 Halsted Street.

Q. When was that meeting?

A. I don't remember the date.

Q. Can you give me the approximate time?

A. No, sir, I can't give you the approximate time, only it was after they first came out with their white initiation cards.

Q. When did you join the C. I. O.?

A. I joined the C. I. O. after Louis Salmons came back.

396 Q. So that you were a member of the C. I. O. at the time of this meeting?

A. Yes, I was.

Q. And you were also a member of the C. I. O. at the time you intended to attend the meeting at which you were refused admittance?

A. I was.

Q. Had you been drinking the night of your second meeting that you referred to?

A. The night of the second meeting?

Q. Yes.

A. I guess I had a glass of beer or so, yes. What has that got to do with this?

Q. Do you know whether there are two employees names Siskauski out there?

A. No, I don't know the names of most of the lads in the foundry.

Q. Now, is Siskauski the man who is—

A. Siskauski is the man who is working on the steel floor.

Q. Who is the man they call Splitz?

A. Bill Splitz, they call him Two-by-Four Bill Splitz.

Q. Now, is he a crane man?

A. No, he is a foreman on the iron floor.

Q. And do you know what instructions were given to the Independent Union of Craftsmen with respect to
397 building bulletin boards?

A. What instructions?

Q. Were given to them by the management?

A. Given to the Independent? I don't know anything about that.

Trial Examiner McCarthy: The witness has testified that he was not a member of the Independent.

Mr. Ford: I thought perhaps somebody might have

told him what the management told them with respect to that.

Mr. Wham: He did testify that he joined the Independent.

The Witness: I testified I signed the petition.

Trial Examiner McCarthy: With "Baldy" Johnson.

Q. (By Mr. Ford:) Now, when you talked to Fred Pyle, what was that conversation you had with him? Did he say something to you about the fact that you had been talking to the boys too much?

A. He claimed I was standing around talking to the boys too much, yes.

Q. Is that all that he said?

A. Then he referred to Louis Salmons.

Q. He said he didn't want the same thing happen to you that happened to Louis Salmons?

A. It started out that I was talking to the boys too much, and I couldn't get what he was driving at,
398 because I hadn't been talking to them anymore than I usually do.

Q. In other words, you had been talking to them?

A. It is natural for a maintenance man when he goes around to talk to them, because he knows almost every man in the plant.

Q. What did Joe Forss tell you when he told you that Mr. Pyle wanted to see you?

A. That is all that was said to me, "Mr. Pyle wants to see you over in the office."

Q. What did Pyle say to you about the amount of talking he would allow you to do?

A. I asked him if I should go around the plant like a clam and not talk to anybody at all. He said, "Use your own judgment, cut it down."

Q. Cut it down a little?

A. Yes, don't be standing around talking, taking up their time.

Q. When was the first time you were ever warned about standing around and talking with the other employees?

A. Oh, I believe the first time was the time Mr. Berry spoke to my dad.

Q. Do you remember when that was?

A. No, I don't.

Q. Can you give me an idea as to approximately when it was?

399 A. No, I couldn't do that either.

Q. Was it a long time ago?

A. Oh, it was quite some time ago.
Q. It was quite some time ago?
A. Yes.
Q. Did Mr. Berry ever speak to you personally about keeping busy on the job?
A. He did once.
Q. What is that?
A. Yes, he did.
Q. Do you remember when that was?
A. I happened to be in the foundry when we were tearing down the dog shed—

Trial Examiner McCarthy: What does keeping busy have to do with this case?

Mr. Ford: That is the statement that was made to him, according to his testimony, to keep busy and not interrupt other people while at their work.

Trial Examiner McCarthy: That is a little different, interrupting other people. It all revolves around a question of union activity. Keep your cross-examination strictly within that issue.

Q. (By Mr. Ford.) Did anybody ever talk to you about union activity?
A. Just what Mr. Pyle told me.
400 Q. Do you know why Louis Salmons was fired?
A. For union activity.
Q. Do you know that?
A. Yes, sir.
Q. Where were you when he was fired?
A. I was working in the plant.
Q. Did you see him when he was fired?
A. I seen him when he came back.
Q. That is why you think he was fired for union activity?
A. Yes, sir.
Q. Were you up here yesterday?
A. No, sir.
Q. Did you hear Louis Salmons' testimony?
A. No, sir.
Q. Has anybody told you what he testified to?
A. No, sir.
Q. What he said on examination?
A. No, sir.

Mr. Ford: I am a little confused by the Examiner's remark, and if I am in error I stand to be corrected. I believe that the witness has not testified that at any time he was ever spoken to concerning any union activities. True, it was mentioned Louis Salmons was fired. The tes-

timony of Mr. Salmons on direct and on cross-examination yesterday indicated that he had been running around
401 the plant interrupting other people.

Mr. Reynolds: I object to that, his testimony was no such thing.

Trial Examiner McCarthy: The record will speak for itself.

Mr. Ford: The record will speak for itself, yes. He testified on cross-examination when he came back to work one condition under which he came back to work, or rather, the only point mentioned on that was that he not carry on any such activities in the plant.

Trial Examiner McCarthy: I don't see what that has got to do with keeping busy.

Mr. Ford: I am trying to find out if anybody ever said anything to him about union activities.

Trial Examiner McCarthy: Ask him.

Mr. Ford: Apparently this man has been spoken to by a number of people, and there is the inference, at least someone is trying to make the inference that was the fact that he belonged to the union or carrying on union activity.

Trial Examiner McCarthy: I understand that is the position of Board's counsel.

Mr. Ford: I think it is competent to show that here is a man who was being constantly checked up to keep busy at his work and not interfere with other people, and do what he was supposed to do, and it had nothing to do with
402 union activity. Here is a man with a long history of having to be checked up by his foreman.

Mr. Reynolds: I object to this speech in the record.

Mr. Ford: I will make all the speeches I want to make in the record.

Mr. Reynolds: I don't know whether you will or not. I ask that we go off the record.

Trial Examiner McCarthy: Off the record.

Mr. Ford: I would like to have this in the record and have the reporter instructed to write it up in our copy with the proper page number and the letter following the page number.

Trial Examiner McCarthy: You may do that.

Mr. Reynolds: I don't think it is fair to criticize testimony which is in the record.

Mr. Ford: You have been criticizing me, and criticizing everything that we have done, and I am asking—

Trial Examiner McCarthy: That is unfair.

Mr. Ford: I will try this case as I see fit.

Trial Examiner McCarthy: We will recess for five minutes.

(A short recess was taken.)

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Ford.) At these times when you were told by your foreman or other supervisors to move on, or
403 at times when you were asked what you were doing there, and things of that kind, that you testified to, had you been soliciting members for the union?

A. I never solicited members on company time.

Q. You never did?

A. No, we did it on our own time.

Q. I mean, this time that you testified to, were you soliciting members at that time?

A. I never carried any cards with me.

Q. Were you spreading union propaganda at that time?

A. No.

Trial Examiner McCarthy: What is called union propaganda?

Mr. Ford: Anything that he wants to tell us.

The Witness: What would you call union propaganda, I don't know.

Q. (By Mr. Ford.) Were you organizing at that time, trying to organize these men in the union?

A. Not doing organizing, only the same talk which was going all over the plant. They asked me questions about it.

Q. In other words you were not doing anything out of place at these times?

A. Only the same as I always have talked with them.

Q. Did any supervisor or foreman ever tell you to stop talking about the union?

404 A. No, they never came out and told me to stop talking about the union.

Q. Did any of them ever tell you to stop organizing?

A. No.

Q. Did any of them ever tell you to stop soliciting members?

A. No. The same question three times.

Trial Examiner McCarthy: That is a little different, each one is a little different.

Q. (By Mr. Ford.) What are your average earnings per year, say for the past year?

A. For the last year?

Q. Yes.

A. I think my—

Q. Your total earnings for the year?

A. I think my sheet shows $2,490, I believe it was.

Q. About $2,490. Did you ever tell Louis Salmons how much you made last year?

A. I believe he saw that sheet, that slip that came through, yes.

Q. Did you tell him?

A. I don't recall whether I did or not, I may have talked about it.

Q. If you did tell him how much you made, how much did you tell him you had made?

405 A. Just what I had on my slip.

Q. $2,490?

A. Yes.

Q. Had any of these foreman or supervisors ever told you not to talk to men who were not working or when you were outside of the plant? Did they ever say you must not talk to these men when they were outside of the plant?

A. No, they never have.

Q. I think I asked you this question, and I think could not remember at that time, but perhaps you can remember now; when the first time was when a foreman or supervisor spoke to you about interrupting other employees or standing around or not being where you ought to be.

Q. (By Trial Examiner McCarthy.) Did any foreman tell you that?

A. Any foreman?

Q. Yes.

A. Directly?

Q. Yes.

Q. (By Mr. Ford.) Foreman or other supervisor?

A. Not directly about standing around the workingmen, no.

Q. Now, what were these things that you testified to?

A. I was testifying—

Trial Examiner McCarthy: Just a minute, what are you referring to, Mr. Ford?

406 Mr. Ford: Well, he has testified about one man, and I want to know what he was doing there. Another man—.

Trial Examiner McCarthy: What man?

Mr. Price: Charles Leonard, the foreman.

Trial Examiner McCarthy: Who followed right behind him?

Mr. Ford: Yes, I want to know what he was doing. Another man, Fred Pyle, said he was talking too much.

Trial Examiner McCarthy: Yes.

Mr. Ford: I want to know when the first time was any

foreman or supervisor ever made any such statement to him.

Trial Examiner McCarthy: Made what statement?

Mr. Ford: You are walking around and talking to these employees too much.

The Witness: I never had any remarks made to me outside of what Fred Pyle had told me.

Q. (By Mr. Ford.) How many times did the foremen make similar remarks when you were in the departments that they were supervising?

A. I testified before that they came up and asked me what I was doing there, and followed me around, until I got fired.

Q. When was the first time, when was the first time that occurred?

A. What do you want, the date?

Trial Examiner McCarthy: Approximately.

407 Q. (By Mr. Ford.) As near as you can remember about when it was?

A. As far as dates are concerned, I am lost.

Q. This had not happened just recently, but it had been going on for some time?

A. No, there has been nothing recent on that. This is all back sometime ago in the last year. As far as dates, I wouldn't know.

Q. Was it as far back as the first of last year?

A. The first of last year?

Trial Examiner McCarthy: 1937, January 1937.

The Witness: It may have been around in the spring, you may say, around March or April, around there some place.

Q. (By Mr. Ford.) You don't know exactly?

A. I do not.

Mr. Ford: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Do you remember whether these statements that were made and the action that you observed on the part of the foremen while you were in their departments occurred sometime during the time the Independent Union of Craftsmen started?

A. The Independent Union of Craftsmen had their red buttons at that time, yes.

Mr. Wham: What was that answer?

408 (Answer read.)

Mr. Wham: I don't see any connection between the question and the answer.

The Witness: It was shortly after they got their agreement that their white cards and red buttons came out. It was around that time.

Q. (By Trial Examiner McCarthy.) Do you know when they got their agreement?

A. According to that (indicating), April 21st. That is the only date I know.

Trial Examiner McCarthy: They have been trying to find out what the date was.

The Witness: It was around that time there.

Mr. Wham: What statements of the foremen, and so forth, are you referring to?

Q. (By Mr. Reynolds.) You refer to the statements of Mr. Pyle and Mr. Leonard, I believe?

A. Yes, sir.

Q. You also made reference to the fact that the foremen, at least one foreman, followed you around when you were in his department.

A. The same Leonard.

Trial Examiner McCarthy: The same Leonard?

Q. (By Mr. Reynolds.) That was Mr. Leonard?

A. Yes, sir.

409 Q. Now, did anybody else besides Mr. Leonard follow you when you were in a particular department?

A. Well, I couldn't say. What do you want, a yes or no answer to that?

Trial Examiner McCarthy: You can explain it.

The Witness: In the foundry I noticed—I would be up on gantry crane—I would be up there once in a while to check the motors, on the gantry crane, and Mr. Skeets usually followed me. I would go up on a ladder, and Mr. Skeets followed me down there. Why, I don't know. He said nothing about soliciting.

Q. (By Trial Examiner McCarthy.) Was there any man you could solicit up there?

A. There was a man running the gantry crane, but I was on top watching the motors, so there was nobody I could talk to.

Q. (By Mr. Reynolds.) Mr. Leonard was the only one you spoke to about following you. Will you tell us again exactly what it was that you told him?

A. About whether I should get a leash?

Q. Yes.
A. He followed me over to the cold roller department, and I asked him what was the idea.
Q. What did he say?
A. I said if I needed a dog I will get a little leash. He says, "Don't make it any harder than it is now. They
410 are after me for you guys." Whether he meant me or the C. I. O. or the Independent Union, or what, I don't know, but that was the remark he made.
Q. In around about that time did you engage in the various departments in conversation any more than you usually did?
A. No, I would not dare.
Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Ford.) Do you know who operated this gantry crane you climbed on top of?
A. Bob Galloway.
Q. Is he a colored man?
A. Yes.
Q. Is he a member of the C. I. O.?
A. Yes, sir.
Q. You would not have to solicit him?
A. I can't if he is running the cab and I was on top of the crane. I couldn't get in the crane when he is running it.
Mr. Ford: That is all.

Cross-Examination.

Q. (By Mr. Wham.) You related that Frank Lackhouse's foreman, named Siskauski, took some signatures?
A. Yes.
Q. What department was that in?
411 A. In the foundry department on the side floor.
Q. Were you in there very much?
A. I came in there six or seven times a day, maybe less, maybe oftener.
Q. You just happened to be there at the time?
A. I was walking around there.
Q. And you just stood there and watched?
A. Not very long.
Q. You didn't have any understanding with Frank Lackhouse at the time, did you?

A. No, sir.

Trial Examiner McCarthy: In what connection?

Mr. Wham: Any connection, taking Independent signatures.

The Witness: I didn't know anything about it at that time.

Q. (By Mr. Wham.) He was a C. I. O. member at that time, was he?

A. Yes, sir.

Q. And you were C. I. O.?

A. Yes, sir.

Q. This meeting of the Independent Union that you attended, you created a disturbance there?

Trial Examiner McCarthy: Which one?

Q. (By Mr. Wham.) The one that you got into?

412 A. What is that?

Q. You created quite a disturbance there, didn't you?

A. If that is what you want to call it.

Q. What do you call it?

A. I just asked for the floor to talk and all I could get out of you was "Mr. Chairman."

Q. Mr. Chairman?

A. Yes, you called for Mr. Litster to gavel me, shut me up, or something, I don't know what.

Q. What was this about the application of the Independent preventing the joining of any other union. Was there some objection raised to it?

A. He had an objection raised. He will probably tell you more himself about it when he gets on the stand, about the incident, and what occurred about that application card of the Independent Union. He was questioning you on that, and you questioned whether he worked at the Link Belt Company.

Q. What was your question?

A. I didn't get a chance to finish, I was going to ask you to explain that card and your by-laws.

Q. As I understood it his point was that you could not join but one union if he signed that application?

A. That is what he started out to tell you when you told him to shut up.

Q. He must have gotten through telling the thing
413 that he wanted to say, because you got his point.

A. I got his point, yes.

Q. Do you think a fellow should join two unions?

A. What do you think?

Q. I am asking you, you are on the witness stand.
A. I don't, but they do, the Independents do.
Q. Does the C. I. O. ever do that?
A. The C. I. O. had the men before the Independents signed them up.
Q. You signed up?
A. I didn't join two. I signed the petition, I didn't sign a card.
Q. What did you think you were doing?
A. Christ knows what I was doing, nobody else knows.
Q. What?
A. Nobody else did either.
Q. Do you know what everybody else knows?
A. That is going to run into an argument.
Mr. Wham: That is all.
Trial Examiner McCarthy: That is all.
Mr. Reynolds: Just one more question.

Redirect Examination.

Q. (By Mr. Reynolds.) Do you know a man named Charles Borders?
A. I do.
414 Q. Do you know whether he is a member of any union?
A. He is a member of both of them.
Mr. Wham: Charles Borders?
Mr. Reynolds: Yes.
Q. (By Mr. Reynolds,) Did you ever have any conversation with him about the Independent Union of Craftsmen?
Mr. Ford: Mr. Examiner, I would like to point out that this is not proper redirect examination. If we can't come to some stopping point we will be here all night.
Trial Examiner McCarthy: What is the purpose of this question?
Mr. Reynolds: To try and connect the company up with the Independent Union. That is the purpose of it. I will admit I did not bring it out on direct examination, if you are going to adhere to the scope of direct and cross-examination.
Trial Examiner McCarthy: You may answer.
The Witness: Well, I just didn't get what your question is.

Trial Examiner McCarthy: Read the question over again.

(Question read.)

A. I am trying to think. As far as the organization of the Independent Union and the C. I. O. goes, that was going around the plant all the time. I don't remember anything specific.

415 Q. (By Mr. Reynolds.) Do you know how Mr. Borders joined the Independent Union of Craftsmen?

A. I asked that, in that respect he told me—

Mr. Ford: Just a minute, let us have the date, let us fix the time.

Q. (By Trial Examiner McCarthy.) When was this, when did he tell you?

A. What do you mean, the date?

Q. Yes, approximately the date.

A. That was shortly after these things came out, when they came out with the white cards.

Q. In the spring of 1937?

A. In the spring of 1937.

Q. What did he tell you?

A. I asked him where he got the white cards, and he said the yard foreman had them.

Q. What are the white cards?

A. The Independent Union application cards.

Q. Did he tell you that he got his cards from the yard foreman?

A. I asked him where he got them, and he said from the yard foreman.

Q. (By Mr. Reynolds.) What is Mr. Borders' job?

A. He is fireman in the power house.

Q. (By Mr. Ford.) Is he a supervisory man or a

416 regular employee?

A. He is an employee.

Mr. Ford: I object to further examination of this man on what Borders said. If it is impossible for the Board to produce the witness and find out directly from him, and put him on the stand, I will undertake to bring him in and deliver him to Mr. Reynolds so that he can examine him. I don't think it is proper to examine this witness about something concerning another man, which that man can testify to.

Trial Examiner McCarthy: Will you produce the witness?

Mr. Ford: I will produce him if he is unable to produce him.

Trial Examiner McCarthy: You will produce him. Will you at least bring him down?

Mr. Ford: If Mr. Reynolds can't get him.

Trial Examiner McCarthy: Is he working in the plant?

Mr. Ford: I don't know, but I will get him.

Trial Examiner McCarthy: You mean you are hopeful of getting him.

Mr. Ford: I will produce him.

Trail Examiner McCarthy: How can you if Mr. Reynolds can't produce him?

Mr. Ford: I don't know that Mr. Reynolds can't.

Trial Examiner McCarthy: Is there any reason
417 why he couldn't?

Mr. Ford: None whatever. He is working at the plant, I am told. We never even tried to get him, as far as I know. He is available for him. If he can't produce him and get him down here, I will undertake to produce him, provided he is still alive and able to come.

Mr. Reynolds: If I may ask one or two questions further perhaps there will be no further need to call the witness.

Q. (By Mr. Reynolds.) Is Mr. Borders a foreman?

A. No, he is just a fireman.

Q. Did he ask you to join the Independent Union?

A. No.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Ford: I move that the testimony of the witness be stricken with respect to what Borders is alleged to have told him concerning joining any union.

Trial Examiner McCarthy: Motion denied.

Mr. Ford: On the ground of hearsay and that the direct evidence is available to the Board.

Trial Examiner McCarthy: Motion denied.

Mr. Ford: May I inquire if the Board proposes to produce Charles Borders for examination?

Mr. Reynolds: I will be glad to question him if he
418 is available.

Mr. Ford: Well, do you propose to call him as a witness?

Mr. Reynolds: No, I do not.

Trial Examiner McCarthy: Call your next witness.

Mr. Reynolds: Mr. Sullivan.

DONALD SULLIVAN, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) State your name and address, please.

A. Donald Sullivan, 4205 South Princeton Avenue.

Q. Are you an employee of the Link Bent Company?

A. Not at the present time.

Q. Were you discharged or laid off?

A. That is pretty hard to define, this last layoff, whether I have been discharged or laid off. I questioned Mr. Longwell on that, whether I was fired complete or laid off and he said it was a complete layoff. I didn't exactly get the meaning of that.

Q. What was the late date on which you worked?

A. January 28th.

Q. 1938?

A. 1938.

419 Q. Prior to that time how long had you worked for the Link Belt Company?

A. You mean as to seniority rights or as to the number of years altogether? The reason I ask that there is some confusion about the length of my seniority rights.

Q. (By Trial Examiner McCarthy.) How many years have you been working at the plant?

A. Well, that is what I say, I claimed to have nine years, and they claim four years.

Q. Have you been there nine years?

A. I claim nine years.

Q. What were you doing the other five?

A. There had been a layoff during the depression.

Q. You were not working then?

420 A. I was not working then, no. According to the agreement they had with the employees before, I was given to understand we would be given credit for our lay off during the depression.

Mr. Ford: Are we trying another complaint case here concerning Mr. Donald Sullivan?

Mr. Reynolds: What does the complaint say?

Mr. Ford: The complaint does not say.

Trial Examiner McCarthy: Proceed.

Q. (By Mr. Reynolds.) Are you a member of the C. I. O., Mr. Sullivan?

A. Yes, sir.

Q. When did you join?

A. One or two weeks after the Labor Act was declared legal by the Supreme Court, I don't know the correct date.

Q. Who asked you to join?

A. Nobody, I asked Louis about joining.

Q. Did you participate—

Q. (By Trial Examiner McCarthy.) Who is Louis? Louis Salmons?

A. Louis Salmons.

Q. (By Mr. Reynolds.) Did you participate in the C. I. O. activities ever since?

A. Let's see, I would say yes.

Q. Have you attended the meetings?

421 A. I have attended the meetings.

Q. Now, were you ever asked to join the Independent Union of Craftsmen?

A. A number of times.

Q. Now, will you state what those occasions were and where they occurred?

A. Well, the first time was in the washroom in the steel shop.

Q. About when?

A. I am not sure of the date, it was the day—the first day they had—that them application papers came out, when they were asking for the signatures; that is, the first sheet that had some writing on it and a number of sheets behind it blank.

Q. Who asked you?

A. George Linde.

Q. Was this during working hours?

A. Yes, sir.

Q. What did you tell him?

A. I told him to save the last space on the last page for me; by that time I would have made up my mind.

Q. Did anyone else approach you later?

A. I couldn't give you a definite time, but Mr. Brucks approached me later.

Q. Who is he?

422 A. Hubert Brucks. I don't know whether he has a title or not. He did have a title as a foreman on nights for a while, but not at the time he approached me.

Q. What did he say to you?

A. He asked me why my name was not on the line.
Q. What did you say?
A. I said—I don't recall the exact words I used.
Q. Did you sign?
A. No, sir.
Q. Did anybody else approach you?
A. Yes, sir.
Q. First, was this conversation with Mr. Brucks during working hours?
A. Yes, sir, in the washroom.
Q. And did you see him or Mr. Linde talking with anyone else?
A. No.
Q. Now, what was the third occasion that anyone approached you about it?
A. The third occasion was when George Linde spoke to me about four-thirty one day a couple of weeks later.
Q. What did he say?
A. Well, he come over and told me that he just had been up to a meeting with Berry about the union, and he tried to convince me what good they were doing; also
423 mentioned the men who were always asking for a strike, or saying that they would strike if they did not get their demands; and he said he was against that because they couldn't gain anything by striking. He also said he would like to have me with them because they considered that I was one of the old bunch; and he made references to the C. I. O. as being a—oh, not a reliable organization, but sort of threw reflections on them as Communists and radicals.
Q. Is that all the conversation you had with Mr. Linde?
A. That is just about all.
Q. Now, did anybody else approach you later?
A. Johnnie Bailey approached me later, also on company time.
Q. What is his job?
A. I always had the idea that he routed the jobs through the shop, and an office clerk. That is his duty, to route the jobs through the shop.
Q. Was this near the time that Mr. Linde spoke to you the second time?
A. Yes, that was a couple of days later.
Q. What did you say to Mr. Bailey?
A. To go back there, I want to strike out that statement if I could, about a couple of weeks later that Linde came

up to me and talked, I am not sure about that couple of weeks later.

424 Q. All right.

A. But the afternoon that Johnnie Bailey spoke to me was the afternoon of a Wednesday, and that Wednesday night there was a meeting—

Q. (By Trial Examiner McCarthy.) Of what?

A. A C. I. O. meeting; and he says they didn't have a chance, they ought to know better, I ought to join the Independent. And I told him that I was going to go up to one of their meetings and see what it was all about, then I would give him my decision.

In the meantime Leo DeRunze came over and he asked John if I would not join up with the union. John said, no; that is, Bailey said no.

Leo said, "I will see that he will join the union." That is, he was going to talk me into it.

Q. What union?

A. The Independent. Then Leo asked me to join the union.

I told him the same thing I told John, I would give him my decision in the morning.

Q. (By Mr. Reynolds.) Now, how much time did these various conversations that you have testified to consume?

A. Well, the first one with Linde, I would say it consumed about five minutes. The conversation with Brucks, I would say consumed about two minutes. The second conversation with George Linde I would say consumed

425 anywhere from half an hour to forty-five minutes; and my conversation with Johnnie Bailey and Leo DeRunze combined, I would say about twenty-five or thirty minutes.

Q. Was this during working hours?

A. Yes, sir.

Q. All of this?

A. Yes, sir.

Q. Any part of these conversations on your own time?

A. No, sir.

Q. Who was your foreman?

A. Gus Haney.

Q. Did you see him in the vicinity any time during the conversations?

A. No.

Mr. Reynolds: That is all.

Mr. Ford: Mr. Examiner, what appears to have taken place is quite obviously an organized drive between two

rival unions. Mr. Linde, Mr. Brucks, Mr. Linde again, Mr. Bailey, Mr. DeRunze, have not been identified in any way with the management, nor has it been established or even hinted that they were spending this man's time and their own with the sanction of the management.

Trial Examiner McCarthy: This is off the record.

(Discussion off the record.)

Trial Examiner McCarthy: You may proceed.

426 Q. (By Mr. Reynolds.) Mr. Sullivan, did you see anybody soliciting for the C. I. O. in the plant?

A. No, I never seen anybody soliciting for the C. I. O. in the plant.

Q. (By Trial Examiner McCarthy.) Did you see Salmons soliciting?

A. He didn't solicit the day I asked for an application. He was walking out over to the south end of the lunch room, the south stairway.

Q. What time was this, noontime?

A. Noontime, when I seen him.

Q. You didn't see him in the plant during working hours?

A. I didn't see him in the plant during working hours. What I am trying to get at is that the men came up to Louis in this instance and asked for the cards.

Mr. Reynolds: That is all.

Q. (By Mr. Wham.) What is Leo's last name?

A. De Runze.

Mr. Wham: That is all.

Mr. Ford: Nothing of this witness.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Reynolds: Mr. White, will you take the stand.

EDWARD WHITE, a witness called by and on behalf
427 of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) State your name and address, please.

A. Edward White, 348 West 111th Place.

Q. Are you employed by the Link Belt Company?

A. Yes, sir.

Q. How long have you worked there?

A. Well, I went to work there the first of August of 1933, that is, about four years and a half.
Q. In what department do you work?
A. Foundry.
Q. Are you a member of the C. I. O.?
A. Yes, sir.
Q. When did you join?
A. It was about September, 1936.
Q. Are you a member of the Independent Union of Craftsmen?
A. No.
Q. Were you ever solicited for membership?
A. Once.
Q. By whom?
A. A man by the name of Kovatch. John, I think is his first name.
Q. (By Trial Examiner McCarthy.) Where did he work?
428 A. At that time he was inspector on the back end. Now he is working up on the front doing something.
Q. (By Mr. Reynolds.) What did he say to you? Do you remember the date of that?
A. No, that was along about the middle of May.
Q. Of what year?
A. 1937.
Q. What did Mr. Kovatch say to you?
A. He just told me I was one of the old boys, I ought to join up with him, such as that. He just went on in a nice conversation.
Q. What did you tell him?
A. I just told him I had made my choice and I couldn't see any reason to change, I would stick to it until I seen a reason to change.
Q. How long did Mr. Kovatch talk with you?
A. Twenty minutes.
Q. Was this during working hours?
A. Yes, sir.
Q. What were you doing while he was stopping work?
A. I was coming from taking a pattern into the office. That is the place where they keep the patterns, by the office, and I was going to take it where I worked.
Q. (By Trial Examiner McCarthy.) Where do you work in the plant?
429 A. I work in the foundry.
Q. (By Mr. Reynolds.) Where were you standing while Mr. Kovatch was talking to you?

A. I was in the middle of the aisle, that is, where the foundry and the core room joined at that time. They have changed the location of the core room now.

Q. Did you see a foreman in the vicinity at that time?

A. No, I didn't.

Q. Did you see anyone else soliciting for membership in the Independent at any time?

A. Oh, yes, I have seen several when that drive was on. They are not doing it now but they were then.

Q. Who were they?

A. At that time there was the time keeper, Russell something.

Q. Erickson?

A. Erickson, yes.

Q. Did he talk with you?

A. He just went along the line there, every man he came to.

Q. In the foundry, do you mean?

A. Yes.

Q. How many men would you say that he talked to?

A. I guess he talked to most of them. He did not talk to me at that. He talked to the man I worked with, and I just kept on working.

430 Q. Did you hear what he said?

A. Just talking about coming to the meetings, and such as that.

Q. Was that during working hours?

A. Yes.

Q. Did you ever see anyone collect any dues for the Independent Union?

A. I have never seen anyone get any dues. I seen the steward asking a man in the foundry for 50 cents. I imagine that is what he wanted it for.

Q. The steward of the Independent Union?

A. Yes. That was the next day after payday and he asked if he had 50 cents. He said he didn't have, although he had already got paid. I was just saying this was my inference of what he wanted the 50 cents for.

Q. Did you ever see anyone soliciting for the C. I. O. in the plant?

A. Well, yes, a man that worked in the core room at one time, he is not there now.

Q. What did you see?

A. He used to go around at noontime and in the afternoon after work.

Q. During working hours?

A. No, not during working hours, I never saw him during working hours.

431 Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Ford.) Mr. White, did your foreman ever try to influence you in your choice of unions?

A. Not in any way.

Q. (By Trial Examiner McCarthy.) Who is your foreman?

A. Well, I have a different foreman now. Mr. Skeets was foreman, he is superintendent now.

Q. (By Mr. Ford.) Did Mr. Skeets try to influence you?

A. No, sir, he never mentioned union to me in any way.

Q. Has your present foreman tried to influence you in any way?

A. Not since he has been foreman. Of course, we used to work together, I used to help him.

Q. Now, he is foreman?

A. Yes.

Q. What is his name?

A. Rudolph something, it is a Swedish name.

432 Q. Is that Rudolph Josephson?

A. I don't know if that is his last name or not.

Q. Did any other foreman or supervisor try to influence you in your choice of unions?

A. No, none of them ever said a word to me.

Q. When you made up your mind to join, you joined?

A. I joined, that is all there was to it.

Q. You have no objection, have you, to anybody in the plant knowing that you belong to the C. I. O.?

A. I wear my button right in the plant.

Q. You wear your button right in the plant and feel perfectly free to do so?

A. I have never been told not to.

Q. You have been getting along just the same since you joined as you did before?

A. I can't see any difference at all.

Mr. Ford: That is all. I make the same motion with respect to this witness' testimony as with respect to Mr. Sullivan's and move that it be stricken on the ground that it is not connected up.

Trial Examiner McCarthy: Motion denied.

Mr. Ford: With permission to renew at the end of the case?

Trial Examiner McCarthy: Yes.

Cross-Examination.

433 Q. (By Mr. Wham.) What is the name of the steward you saw collecting 50 cents?

A. His first name is Julius, he is a colored man.

Q. Julius?

A. I don't remember his last name, it is quite a common name, Robinson or something like that.

Q. Robinson?

A. Something like that.

Q. Who did he collect from?

A. I didn't say he collected 50 cents, he aked a man for 50 cents.

Q. And who was that man?

A. I can't name him, he has a long Lithuanian name, I don't know what it is. His first name is Simon. He has a long last name. I don't know if I could pronounce it if I saw it.

Q. This conversation which you had with Mr. Kovatch, you say that was twenty minutes?

A. Positively.

Q. You think it was at least twenty minutes?

A. It was positively twenty minutes.

Q. How do you know that?

A. Because I looked at the clock.

Q. You looked at the clock when the conversation began and when it finished?

434 A. When it was finished, and I told him, "You have taken up twenty minutes of the company's time."

He said, "No, I have rung my card out."

Then I asked him if he had rung my card out, and he said, "No."

Q. And do you remember what was said in that twenty minutes?

A. He tried to convince me in a way that the C. I. O. was a bunch of Communists, such as that.

Q. Just give us one minute of it, give one continuous minute's conversation that took place there.

A. You mean in actual words?

Trial Examiner McCarthy: You may tell the substance of it.

A. He simply told me where I was one of the old heads here; that is the way he talked, that I should be in there with them. He says, "We are all in this new Independent Union, we should work together."

I can't remember just the exact words, but he was trying to convince me.

Q. (By Mr. Wham.) In other words, he said, we are all together, old heads, and we should stick together?

A. Yes, sir.

Q. That didn't take twenty minutes?

A. That was his line of talk.

435 Q. He said that over and over again?

A. No, it was that line of talk.

Trial Examiner McCarthy:. It is not material whether it took five minutes or twenty minutes.

Mr. Wham: You don't think so, Mr. Examiner?

Trial Examiner McCarthy: No.

Mr. Wham: What do you consider material?

The Witness: I didn't make a note of just what the words he used were.

Trial Examiner McCarthy: That is enough. You can go to some other question. Questioning him about the time that he took does not seem particularly material.

Mr. Wham: I was wondering what the Examiner thinks is a material matter. I am perfectly willing to move to strike the whole thing. Personally I don't see how any of it is material.

Mr. Reynolds: I object to the statement. He has given no foundation for his objection, and it is merely argument.

Mr. Wham: I will move to strike the whole testimony.

Trial Examiner McCarthy: Motion overruled.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

Mr. Reynolds: That is all.

(Witness excused.)

Mr. Reynolds: Mr. Tomas.

436 JOHN TOMAS, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) What is your name, please?
A. John Tomas.
Q. And what is your address, Mr. Tomas?
A. 5134 South Richmond Street.
Q. Are you an employee of the Link Belt Company?
A. Not at the present time.
Q. What was the last day on which you worked?
A. Last Friday.
Q. Last Friday?
A. Yes, sir.
Q. Prior to last Friday how long had you worked for the Link Belt Company?
A. In August, a year, in August past, one year, last August.
Q. You mean August, 1937?
A. Yes, that is about a year and four months, something like that.
Q. You mean August, 1936, don't you?
Trial Examiner McCarthy: 1936.
The Witness: 1937 was one year in August.
437 Q. (By Mr. Reynolds.) Are you a member of the C. I. O.?
A. Yes.
Q. When did you join the C. I. O.?
A. First when they start the big drive by the Link Belt Company.
Q. What year was that?
A. That was 1936.
Q. Did you attend meetings after that?
A. No, that was a mistake, that was 1937.
Q. (By Trial Examiner McCarthy.) In the springtime?
A. Just about this time of the year.
Q. About March, 1937?
A. Yes.
Q. (By Mr. Reynolds.) Did you attend meetings of the C. I. O.?
A. Yes, sir.

Q. Do you now attend meetings?
A. Sir?
Q. Do you still attend meetings of the C. I. O.?
A. Yes.
Q. Were you ever asked to join any other organization?
A. Yes, I was.
Q. When?
A. When there was a big majority who signed up for the C. I. O., then the foreman from my department
438 comes around, Big Louie. He stopped me from the work and asked that I should join the union.

I say, "I don't know what you mean," what union he means; so I asked him what kind of a union there is.

He says in order to get the Communists out we have got to get 51 per cent of the men to sign up. Then I wanted to find out for what kind union; he says inside union, so I wanted get more explanation. I says, "I don't know what that means, inside union."

He says, "To get the outside union out."

So I don't know what that means again. I said, "Outside union, what is that?"

He says, "That is the C. I. O."

I says, "Do you want me go away from the C. I. O.?" I says, "On the inside union. What is the inside union?"

He says, "That is a company union."

I says, "I belong to C. I. O., I ain't going to join any other union."

Q. (By Mr. Wham.) What is the name of that man?
A. Big Louie, used to be a little straw foreman over there, straw boss.
Q. (By Mr. Reynolds.) What department?
A. Cleaning room, chipping department.
Q. Shipping department?
A. The chipping shed.
439 Q. The chipping shed?
A. Yes.
Q. At the time he was foreman in there?
A. Yes, he was foreman at that time.
Q. What did he say when you told him that you would stay with the C. I. O.?
A. I don't hear you right.
Q. What did he say when you told him that you would stay with the C. I. O.?
A. Well, he don't say nothing after I told him I would stay with the C. I. O.; and he just told me that they were

trying to get the C. I. O. out of there, they were trying to get the outside union out of here, that is all.

Q. Did anyone else ask you to join the Independent Union?

A. Yes, that was about a week later, because Louie didn't succeed a hell of a lot; out of eighty employees he got about ten; so later John Kovatch go around and he stopped everybody from their work and he asked them to join the Independent Union; and he didn't have any more justification, he had application cards, and he passed them out and the bylaws, to sign up the application. So most of the men turned him down; they didn't want to sign up for him. So he comes around to me and he stopped me from work and he asked me if I won't sign up for him, for the Independent Union; and I asked a lot of questions,
440 I wanted to find out what the union is. He said it is a company union to get the C. I. O. out of here; explained it the same way as Big Louie; 51 per cent to get the outside union out. I asked him what benefits do I get from that union. He says, "What benefit would you get from the C. I. O.?" That was his answer.

I told him I wouldn't join because I knew what was the C. I. O. for, I didn't know what was the company union for. Then he goes away to other workers and stopped them from their work.

Q. Did anybody approach you after that at any time?

A. After that they didn't bother me at all.

Q. Did you see solicitation going on after that time?

A. Yes, I did.

Q. When?

A. They are carrying on day after day. Some of the men that work there a little longer, like the older men, that work there for several years, maybe ten or fifteen years, he don't get them the first time, and the next day he called them out and talked to them. I didn't watch them, of course, but I had to go for some material, material I had to use, and I saw him talking to Frank Kopocky for half an hour.

So the next day again I saw Kovatch talking to him again for a long time, and then I find out—a little later I saw Frank Kopocky had that union badge on his coat, and he says he joined because he is going to have a
441 steady job with the company; that is the way John Kovatch explained it.

Q. You mean Kovatch explained that to you?

A. He didn't tell me that, because I turned him down, because he didn't have a chance.

Q. (By Trial Examiner McCarthy.) He told that to Kopocky?

A. That was the explanation. He explained to me it was a company union and all that thing, but he didn't explain nothing else, but that is what Kopocky told me.

Q. (By Mr. Reynolds.) Did you see any solicitation going on for the C. I. O. in the plant?

A. Yes, I did, he was going on many days among the other workers.

Q. I am talking about C. I. O. now. Did you see any solicitation for the C. I. O.?

A. Not in the shop during working days.

Q. Did you ever see any in the shop?

A. No.

Q. You say you saw some solicitation for the Independent Union?

A. Yes, I did.

Q. Did you see anyone else participating in it?

A. Except Kovatch and Big Louie, Bill Sterling.

Q. What is his job?

A. He is supposed to be an inspector, inspecting castings at that time.

442 Q. Did you overhear him say anything to anybody?

A. He didn't say nothing to me, but I heard him state it to a lot of other fellows, to my partner—what is his name—Sam Daskus—they call him Sam. They explained that they wanted him to join the company union, and he figured he would have a steady job, but they laid him off anyway, they laid him off last fall. Then he was knocking the company union, that they got him into the company union, make him pay dues, and then throw him out just the same, so he was dissatisfied with them.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Ford.) What is this piece of paper you have been referring to?

Trial Examiner McCarthy: What was what?

The Witness: This paper was—this was a paper I wrote so I wouldn't have to look for the names.

Q. (By Mr. Ford.) You wrote these names down?

A. Yes, sir.

Q. When did you write those names down?
A. Today.
Trial Examiner McCarthy: The point is, we want to find out whether somebody previously wrote those names down for you.
A. No, this is my own writing, nobody asked me to
443 put them down. I just fixed that up so when I go on the stand I could remember the names.
Q. (By Mr. Ford.) Was there anybody else present when you wrote this down?
A. No.
Q. Who asked you to write these names down?
A. Nobody, I always have something to check up with like that when I am going to have something to say.
Q. Did you copy these down from some notations which you had previously made?
A. No, I have got them in another book.
Q. Pardon me?
A. I have the same thing in another book, had them for a long time.
Q. In other words, you had them in another book?
A. Yes.
Q. That is what I want to find out. What have you been carrying those names around for in that book for a long time, in another book?
A. Because some of these workers—we work together, so he comes once in a while to my house, maybe I go once in a while to his house.
Q. What have you been doing, planning this case for a long time?
A. Well, he had some parties, and he says, "Drop
444 over once in a while," and he told me his name and address.
Q. What do you mean, that you got together and put down all the things that you might think of that you might use against the company; is that the idea?
A. I didn't think anything like that.
Q. Why did you put them down to refer to?
A. Don't you have any addresses from anybody?
Q. Not where anybody can find them.
I don't see any addresses here.
A. I ain't got my addresses for my company, I got a lot of addresses for my friends which ain't working for this company. I have very few of them for the men that work by my company.

Q. I am just curious to find out how it happened that the fellows you were talking with happened to be the ones whose names were in your book.

A. Before I have heard that this is going on in this shop I had these addresses. I had that in this book because he invited me to his house.

Q. Do you have any other names?

A. Not outside of this book, because I used to go to see him sometimes.

Q. I mean, the names of the men in the shop. Do you have any other notations by their names?

A. No, sir.

445 Q. Would you mind producing that other book from which you copied these names? What kind of a book was that?

A. That is a little black book that I have (indicating).

Q. Would you mind producing that black book and letting me see it, from which you copied the names on the sheet you have been using?

A. I didn't have to copy these names, I know these names. The reason I had that, when he had a party one time he invited me to his party, his boy had a birthday, so I had to put these names down in order to find his home. Otherwise, I don't put it down. I know a lot of workers that work there by name, I don't have to put it down.

Q. (By Trial Examiner McCarthy.) Who had the birthday party?

A. The fellow that was working with me, Sam Daskus; his boy had some kind of a party.

Q. (By Mr. Ford.) Is Big Louie's last name Suchorich?

A. Not Louie, Sam Daskus had the party.

Q. Big Louie's name is Sucorish?

A. I have forgot his name, I ain't got his name down here.

Q. Didn't Big Louie work as an arc welder?

A. No, no.

Q. Oven tender?

A. He used to be a foreman on the heat treat furnace.

Q. Are you sure he was ever a foreman?

446 A. What?

Q. Are you sure he was ever a foreman?

A. Of course, he used to give the fellows orders what to do.

Q. Was he an oven tender?

A. He used to go around and watch their work, check up on their work.

Q. You are sure he was a foreman?

A. He was a kind of assistant foreman.

Q. Are you sure he was an assistant foreman?

A. I had to listen to what he told me.

Q. (By Trial Examiner McCarthy.) He told you what to do?

A. Yes, sir.

Q. (By Mr. Ford.) Was he your boss?

A. Yes, he was.

Q. What did he tell you?

A. Any work that he said tc do, he comes around and says do this one or do that one first.

Q. How many men did he have under him?

A. It was around forty men or thirty-five.

Q. And he was their boss?

A. Not the first boss, the first boss was Bill Peters; the second boss was McKinley, or McKinney, something like that, and the third boss was Bill Morely.

Q. Did Peters, McKinney or Morely ever try to 447 join you up in the union?

A. No.

Q. Did either of those three men ever try to talk to you about the union?

A. No, sir.

Q. So the only persons who solicited you were John Kovatch and Big Louie?

A. That is it.

Mr. Ford: That is all.

Mr. Reynolds: That is all.

Mr. Ford: I would like to strike the testimony relating to the activities of John Kovatch on the same ground that I moved to strike the testimony of the preceding witnesses, not related to the management.

Trial Examiner McCarthy: Overruled.

Cross-Examination.

Q. (By Mr. Wham.) You say that Kovatch and Big Louie told you and others that they were signing up for the inside union to get bigger wages and to keep—that they would keep their jobs longer than with the outside union?

A. No, they didn't tell me that, that they would get bigger wages from the inside union, they didn't tell me

that. I just asked him what I would get from the union that I didn't get from my C. I. O. I told him if we would get organized through the C. I. O. all over the country,
448 we will get bigger wages, but not from the company union, that is the way I told them.

Q. What did they tell you they could do for you?

A. They told me the C. I. O. wouldn't give me nothing. He says, "The C. I. O. don't give you nothing."

Q. Did they say that they would insure your job, that you would keep your job longer if you belonged to the inside union?

A. They didn't tell me that.

Q. Did they tell anybody that?

A. They told to quite a few fellows; one German fellow—his name is Andrew, I don't know his second name, he is a chipper out there; they told Protat, they told Steve Krocek, that they are going to have steady jobs because they work there a little longer.

Q. Are they still working there?

A. They are still working there.

Q. They were working there before you got through, is that right?

A. They worked there for many years, they worked there fifteen or twenty years, something like that.

Q. Sam Duskus still works there?

A. He got laid off. He worked there just about as long as I worked for Link Belt, and he got laid off last year.

Q. He belonged to the Independent, didn't he?

449 A. Well, I don't think he belongs any more to the Independent, because he got sore over the Independent; that they promised him a job and they laid him off then.

Q. So it really didn't do him much good with the company to join the Independent Union?

A. No.

Mr. Wham: That is all.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Trial Examiner McCarthy: We will adjourn until nine-thirty tomorrow morning.

(Whereupon, at 5:00 o'clock p. m., Tuesday, March 15, 1938, the hearing was adjourned to 9:30 o'clock a. m., Wednesday, March 16, 1938.)

450 BEFORE THE NATIONAL LABOR RELATIONS BOARD.
* * (Caption—XIII-C-303) * *

Room 777, United States Court House,
Chicago, Illinois,
Wednesday, March 16, 1938.

The above entitled matter came on for hearing, pursuant to adjournment, at 9:30 o'clock a. m.

Before:

Hugh C. McCarthy, Trial Examiner.

Appearances:

Stephen M. Reynolds, Attorney, appearing on behalf of the National Labor Relations Board.

Mssrs. Pope & Ballard, by Henry E. Seyfarth and William F. Price, 120 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Respondent, Link Belt Company.

Benjamin Wham, 231 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Intervener, Independent Union of Craftsmen, Local Lodge No. 1.

451 PROCEEDINGS.

Trial Examiner McCarthy: You may proceed.

ALEX KACHKA, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) State your name and address, please.
A. Alex Kachka; 1215 North Leavitt Street.
Q. Are you employed at the Link Belt Company?
A. Yes, I am.
Q. How long have you worked there?
A. Nine years.
Q. And what is your occupation there, Mr. Kachka?
A. Acetylene and electric welder.

Q. And you have been on that work continuously?
A. Right along.
Q. Are you a member of the C. I. O.?
A. I am.
Q. When did you join, Mr. Kachka?
A. 1936, middle of September.
Q. And have you attended union meetings?
A. Yes, I am.
Q. You have been active in the work of the C. I. O.?
A. Yes, I am.

452 Q. Do you recall whether another labor organization appeared at the Link Belt Company?
A. No, I don't know what you mean by that.
Q. Is there any other union existing out there?
A. There is an Independent Union.
Q. And do you remember when the Independent Union came in?
A. I think it was in April or May, 1937.
Q. Now did you join the Independent Union?
A. No.
Q. Did anyone ask you to join it?
A. Yes, a fellow by the name of Edward Jamieson.
Q. And do you recall when he asked you to join?
A. I told him no.
Trial Examiner McCarthy: Do you know when? When did this occur?
A. Well, this was in May or April; April 1937.
Q. (By Mr. Reynolds.) And do you recall where he asked you?
A. I don't know what you mean by that.
Q. Where was he at the time he asked you that?
A. Oh, I was in the washroom that time.
Q. During working hours?
A. During working hours, yes.
Q. What did Mr. Jamieson say?
A. Well, he told me to join that union.

453 Q. (By Trial Examiner McCarthy.) What else did he say?
A. Well, he just request me to join that union, that is all.
Q. Did he give you a card or have a sheet, or anything?
A. No, he just told me to join that union.
Q. Who is Mr. Jamieson?
A. He is a worker on the floor.
Q. (By Mr. Reynolds.) What did you say to him?
A. I told him I didn't want to join.

Q. And following that did anyone ask you to join?
A. No, nobody else.
Q. Did any foreman or supervisory official of the company ever mention the Independent Union to you?
A. No.
Q. Did any foreman or supervisory official ever say anything about the C. I. O. in your presence?
A. I was called to Mr. Berry's office.
Q. And what was the conversation?
A. Well, when I got into the office, Mr. Berry's office, he told me to sit down, and he asked me what I am trying to do on this plant. So my answer was to him, "What did I try to do?" So Mr. Berry went into his pocket and he pull out one of them C. I. O. application cards, and he says "Don't you know anything about this?" I told him "Part of it, yes." Then Mr. Berry got kind of ex-
454 cited against me and he asked me "What you want me to do with you?" I told him "I don't know." Then Mr. Berry says to me, he says, "You know what happened with Joseph Nowak and Louis Salmons." I says "Yes, you fired them." Then he says again to me "What do you want me to do with you?" I says "I don't know." So Mr. Berry was so excited, and he says "Well, all right, you go back to work and as soon as the business slows up you get out of here." So that is all I got talking to him.
Q. Now at the time Mr. Jamieson asked you to join the Independent, was that only on one occasion? Did he only ask you once?
A. Once, yes.
Q. How long did he talk with you?
O. Oh, for about five minutes, something like that.
Mr. Seyfarth: I object, Mr. Examiner, as immaterial, how long he talked with him.
Trial Examiner McCarthy: The witness may answer.
Mr. Seyfarth: I think I should be permitted to cross-examine him on the question how long he talked to him.
Trial Examiner McCarthy: You may.
Mr. Seyfarth: Yesterday I was forbidden to do that.
Trial Examiner McCarthy: Well it won't be cumulative or repetitious.
Mr. Seyfarth: Yesterday you said it was immaterial,
455 how long.
Trial Examiner McCarthy: The ruling today is that he may answer.
Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Kachka, are you still working for Link Belt Company?

A. Not for the last four weeks. They told me I have got to stay home till I get called to go to work because they have got nothing to do.

Q. Up until four weeks ago you were employed?

A. This is the fourth week I am home now.

Q. I say, prior to four weeks ago you were working for the Link Belt Company?

A. Yes, right along.

Q. How often were you working?

A. How often I am working?

Q. How many days a week?

A. Five days a week.

Q. Had things quieted down prior to four weeks ago?

A. Well, the way it is, they told me I have to stay home until I get called back to work.

Q. Do you know whether other men were laid off prior to four weeks ago?

Q. (By Trial Examiner McCarthy.) Before four weeks ago?

456 A. Oh, well, there is a lot of men laid off.

Q. (By Mr. Seyfarth.) You weren't laid off though, were you?

A. No, I wasn't.

Q. Was anybody present in Mr. Berry's office when you had the conversation with him?

A. No.

Q. Just the two of you alone?

A. Me and Mr. Berry, yes.

Q. Did Mr. Berry say anything to you about union activities on plant property and company time?

A. No, he didn't say anything.

Q. What did he say?

A. He don't say anything.

Q. He said something when he showed you the C. I. O. card, didn't he?

A. That is what he said, what I am trying to do in this plant.

Q. (By Trial Examiner McCarthy.) What did he mean by that? What did you understand that he meant by that?

A. I don't know what he means. He just told me what I try to do in this plant.

Q. (By Mr. Seyfarth.) He mentioned the words "in this plant," didn't he?

A. Yes, and I said "What did I do?", and he said—
457 he pull out the card, one of them C. I. O. application cards. I don't know who give it to him. And he says "Don't you know anything about this card?" I says "Yes."

Q. (By Trial Examiner McCarthy.) What was it, your cards?

A. No, it wasn't mine.

Q. Just a blank card, blank C. I. O. application card?

A. Yes. So I says "I know part of it. Louis Salmons spread this, but when he spread it, I don't know.

Q. (By Mr. Seyfarth.) In other words, you told him you weren't distributing cards on plant property or company time, did you?

A. No, I didn't.

Q. You didn't say anything about that?

A. No.

Q. What was the first thing Mr. Berry said when you came into his office?

A. Mr. Berry told me to sit down.

Q. What did you do?

A. Well, I did sit down and that is what he asked me. He asked me what I am trying to do in this plant. My answer was "What did I try to do?" And he said—he pull out the card and he said "Do you know anything about this card?" I told him part of it, yes.

Q. Was it your understanding that Mr. Berry had called you in there for union activity in the plant?

458 A. Well, not exactly. I don't know what he called me for.

Q. After you talked to him you knew what he called you for, didn't you?

A. Well of course he told me that—"well, you know, Joe Nowak got fired and Louis Salmons," and I understood for union.

Q. Then you caught on, did you?

A. What do you mean?

Q. (By Trial Examiner McCarthy.) You understood?

Q. (By Mr. Seyfarth.) You understood then what he called you in for?

A. Well, after I talked to him, yes.

Q. And after he mentioned the names of Salmons and Nowak—

A. Yes.

Q. —he showed you a C. I. O. card?

A. Yes.

Q. Then what did Mr. Berry say?

A. Well, Mr. Berry got kind of excited against me and he says "You been working here so long, and we don't want cross people over here in this plant," and that is all.

Q. (By Trial Examiner McCarthy.) What did he mean by that?

A. I don't know. I don't what what he means by this. So he got kind of nervous and got up and walk around, then he says, "All right, you go back to work and as soon as business slows up you get out of here."

459 Q. Why didn't he fire you right then?

A. I don't know.

Q. (By Mr. Seyfarth.) When was this conversation you had with Mr. Berry?

A. That was the day—the next morning after Louis Salmons and Joe Nowak was fired, the next morning.

Q. Do you know what date that was, Mr. Kachka?

A. I think that was 22nd of September, or something like that, or 23rd; I don't know exactly.

Q. What year?

A. 1936.

Q. You continued to work there from September 22nd, 1936 until approximately the 15th of February, 1938, without any interruption in employment, is that right?

A. What do you mean "without any interruption"?

Q. (By Trial Examiner McCarthy.) You worked there steady all that time?

A. Yes.

Q. (By Mr. Seyfarth.) You worked there steady all that time?

A. Yes.

Q. Nobody else ever said anything to you about union activities after that, did they?

A. What do you mean, nobody else? I don't know what you mean.

460 Q. Any of the supervisory force; any of the bosses in the place there?

A. No.

Q. As a matter of fact, did you solicit membership for the C. I. O. after your conversation with Mr. Berry?

A. Yes, I do.

Q. Where did you solicit it at?

A. Outside.

Q. Not inside the plant property?

A. Not inside the plant.

Q. And not on company time?

A. Not on company time.
Q. What was the date you had the conversation with Jamieson in the washroom?
A. I don't remember.
Q. Was anybody el e present?
A. No, only me and him.
Q. Do you know what Jamieson's job was in the plant?
A. Well, he was—he is assembling the crane stuff on the floor.
Q. He is not a foreman, is he?
A. No, he is only working.
Mr. Seyfarth: That is all.
Q. (By Mr. Wham.) How long did you say Jamieson talked to you in the washroom?
461 A. In the washroom, yes.
Q. How long?
A. About five minutes.
Q. What did he say to you?
A. Well, he approached me to join that Independent Union.
Q. That took him five minutes to ask you that?
A. I didn't hear that.
Q. It took him five minutes to ask you to join the Independent Union, did it?
A. I still don't get you.
Mr. Wham: Read it.
(Question read.)
A. Yes.
Q. (By Mr. Wham.) Well, what did he say to you?
A. Well, that is all he was asking and I told him I don't want to join, that is all.
Q. That would take about half a minute, wouldn't it?
A. Well, of course it takes him five minutes when we talk about this union, that is all.
Q. He said the same thing over and over again, is that right?
A. Yes.
Q. Where did you join the C. I. O.?
A. About the middle of September, 1936.
Q. Whereabouts?
462 A. Whereabouts? Outside on 39th Street and Wentworth, in a restaurant.
Q. Out on the street corner some place?
A. Yes.
Trial Examiner McCarthy: He said in a restaurant.
A. In a restaurant on 39th.

Q. (By Mr. Wham.) Ever see anybody soliciting for C. I. O. in the plant?

A. Never did.

Q. What did you say your job is?

A. Acetylene and electric welder.

Mr. Wham: Will you read that? I didn't hear it.

(Answer read.)

Q. (By Mr. Wham.) Does that keep you pretty well confined? Are you in one spot?

A. All the time, yes.

Q. You don't move around?

A. Of course I move when the men call me to do the job for them, yes, but mostly I stay in the place.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

Mr. Reynolds: Just a moment.

Redirect Examination.

Q. (By Mr. Reynolds.) I want to ask you, you worked there nine years, have you, Mr. Kachka?

463 A. Nine years, going to be July 6th.

Q. And how many other employees out there do the same kind of work that you do, acetylene and electric welding?

A. Well, there is plenty and they try to use them in this outfit, you know, acetylene outfit especially.

Q. Are there any other electric welders besides you?

A. Not in that department.

Q. You are the only one in the department?

A. Yes. There was another one, but—

Trial Examiner McCarthy: What department is that?

A. That is D-K department, assembling cranes.

Q. (By Mr. Reynolds.) Does it require considerable experience to be an electric welder?

A. Well, there is, yes.

Q. No one else in your department ever does any of that work except you?

A. Except me, yes. Of course somebody trying to do it, but when it comes to the real job I have to do it.

Mr. Reynolds: That is all.

Mr. Seyfarth: Just a minute.

Q. (By Mr. Seyfarth.) What product do you make in your division?

A. What do you mean by "product"?

Q. What do you make where you work?

A. What do I make?

464 Trial Examiner McCarthy: D-K.

A. What I making?

Q. (By Mr. Seyfarth.) Yes, what do you weld?

A. All kinds of parts have to be welded, and especially I build the houses for the crane.

Q. Houses for the crane?

A. Weld the houses for the crane, yes.

Q. Does that mean you put various pieces of metal together and weld them?

A. Yes, sir.

Q. What else do you do?

A. Well, acetylene welding too. There is different work.

Q. You got some helpers there in that department?

A. For myself?

Q. Yes.

A. No.

Q. Any other men in the department that do electric welding?

A. Well, the other departments—you mean in other departments or mine?

Q. In your department.

A. In my department, no.

Q. (By Trial Examiner McCarthy.) You are the only welder there?

A. I am the only welder there in that department.

465 Q. (By Mr. Seyfarth.) Do you know how many other welders there are that work for the Link Belt Company in this plant?

A. Oh, there is plenty other welders in the different departments.

Q. You don't know whether they are good welders or bad welders, do you?

A. Well, there is a lot of good welders, just as good as I am, because I use to be during the depression in 1932 and 1933, I was the one; I was all around the plant.

Q. You were all around the plant?

A. Yes, sir.

Q. And when you were all around the plant I suppose there were other welders that came into the department where you are now located, weren't there, at that time?

A. What do you mean?

Q. I mean while you were over in the other parts of the plant?

A. Yes.

Q. There were other electric welders that came into the place where you are now employed?

A. Well, when I have been called to the different departments, I have been called to do acetylene welding and electric welding. That is what I have been called for.

Q. How long would you leave your regular job at 466 those times?

A. What do you mean?

Q. (By Trial Examiner McCarthy.) When you would leave department D-K would some other man come into D-K department and take your place?

A. No, not that I knew of. Sometimes I have been in another department, one hour, two hours, then I will be back to my job again in my regular department.

Mr. Seyfarth: That is all.

Trial Examiner McCarthy: That is all.

Mr. Seyfarth: I would like to move, if the Examiner please, that the testimony be stricken, first, because the testimony relating to Jamieson is not connected up with the company, and secondly, that the testimony concerning the conversation with Mr. Berry appears thoroughly justified.

Trial Examiner McCarthy: Appears thoroughly what?

Mr. Seyfarth: Appears thoroughly justified.

Trial Examiner McCarthy: Overruled. Call your next witness.

NELS CARL SORENSEN, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

467 Q. (By Mr. Reynolds.) State your name and address, please.

A. Nels Carl Sorensen; 6407 Blackstone Avenue.

Q. Were you formerly employed at the Link Belt Company, Pershing Road plant, Mr. Sorensen?

A. Yes, sir.

Q. What was the last day on which you worked for the company?

A. It was the first of October, 1936.

Q. (By Trial Examiner McCarthy.) 1936?

A. Yes, sir.

Q. (By Mr. Reynolds.) Prior to that time how long had you worked for the company?

A. Since 1927.

Q. 1927?

A. Yes, sir.

Q. And what was your job there, Mr. Sorensen, at the time that you left?

A. When I got fired?

Q. Yes.

A. I was a janitor.

Q. (By Trial Examiner McCarthy.) You were what?

A. A janitor.

Q. A janitor?

A. Yes, your Honor.

Q. (By Mr. Reynolds.) And what part of the
468 plant did you do your work in?

A. I was all around the plant.

Q. All around the plant?

A. I go over all the lights, cleaning them, clean lamps, and all that.

Q. And did you ever do any work in the offices, any of the offices of the company?

A. Yes, sir, I clean all the lights there.

Q. Now you are a member of the C. I. O.?

A. Yes, sir.

Q. When did you join the C. I. O.?

A. I did that in September.

Q. Of what year?

A. 1936.

Q. Who asked you to join?

A. Louis Salmons.

Q. And were you active in the C. I. O. work?

A. No.

Q. Did you attend any meetings of the C. I. O.?

A. Yes, sir, I did.

Q. Do you still attend meetings?

A. Yes, sir.

Q. Now on October 1st, 1936, state what occurred on that day, as well as you remember?

A. Well, that morning I started at eight o'clock,
469 as I usually do every day. I never lay a day off, I never did, unless I have to go somewhere, as have to go today, something like that. But at eight o'clock in the morning I come in and do all my cleaning in the wash-room, clean all the bowls, and I do that every morning; and I clean the floors off in the morning, and if I get

through with that—at that time I was cleaning lamps or lights in the main office across the street. So I went over there about nine o'clock or a quarter after; it depends when I get through. That could be, I will say, Monday—I wouldn't go on a Monday if I could help it because I have other jobs to do along the place, so I go out in the plant and grease the sand conveyor, and I have a coal conveyor in the boiler room to grease, and I have the electric truck to grease, and I have a rubbish conveyor to grease. So these jobs I have to take some day during the week. It is up to me to determine what day I can take them. If it is a dark day I will take other jobs that I can shut them lights off, and it is up to me to see when I get a chance to clean the lamps.

Now I did a pretty good job there, if I say it myself, because I have been around it, and after I got fired I don't think they done so good on it, because they have to get other guys to do the work.

I always kept out of the fellows' way that sit at the desks—

470 Q. Well to get back to what happened on October first, did anyone come up to you after you were working on that day?

A. I remember Mr. Berry came down the steps—

Q. (By Trial Examiner McCarthy.) You were working in the main office when this occurred?

A. Yes.

Q. You were starting from there?

A. Starting from there.

Q. You were working in the main office?

A. Yes.

Q. Describe just what you were doing.

A. I was cleaning a light on the first floor on the back stairway. Mr. Berry came down the steps and he said "You got a good red ladder there," and I said "Yes." He said "You won't be on that ladder long," and he kept on walking into the office, and I didn't know what he meant by that, because I didn't go back after him and ask him what he meant. I thought maybe I was in the way, and I don't want to disturb anybody on the job. I thought I was in the way, and I took my ladder and go on the third floor. So I went over to the shop and I told Joe, I said "I have to leave and grease the conveyor." Then I went back to the shop and I told Joe Forss—

Q. (By Trial Examiner McCarthy.) Who is Joe Forss?

A. My foreman; has been since I have been with
471 the Link Belt Company, since 1927. And I said "Joe, I couldn't clean there, I will leave that go today and I will go and grease the sand mixer." That is what I went back there for. I went into the office. He has a little office up in the tool room. I went in there and I said "I have to go out—" can I go out in the foundry and grease the sand mixer? I can't do nothing in the office right now." He said "No, I think not." I said "Have you got something else for me to do, Joe?" He said "No." He didn't come out with it right away. Then he says "You are fired." "What is the matter now?" I said, "Is there something wrong?" "If I done something, if I break anything, or is it because I have been in the way? You sent me over there, and you told me to do it and I obeyed your order." He said "No, that ain't it." "What is it then? Any of the boys around here, have I bothered any of them?" He said "No." I said "I haven't asked many favors of you, Joe, but would you mind telling me what the reason is that I am getting out?" He said "Yes, it is Louie's fault."

Q. (By Trial Examiner McCarthy.) Louie who?

A. Louie Salmons. I said "Well, who do you mean, Louie Salmons?" "Well, you have been helping Louie Salmons." I said "Yes, I have; you sent me out to help him. He is an electrician and I have to go around to anybody. If you send me to help a machinist, I have
472 to go and help him; I always do that."

But he said "No, it isn't that, it is the union; you are helping Louie Salmons to organize, organize this plant."

I said "No, Joe, I ain't; I ain't organizing anybody. Well if you must know the truth," I said, "I signed up, but that is all I have done; I haven't done anything else."

So I said "What will happen now? I ain't done anything wrong that I know of."

Q. (By Mr. Reynolds.) Speak louder.

A. I said "How about going to see Mr. Berry?", I said. He said "There is no use seeing Mr. Berry because he is mad." "Maybe so, but don't you think that I be kind of mad like this? I don't know where I am at and what it is all about."

"Well, I can't do nothing for you," he says, "I done everything I could for you, and you have to leave the plant at eleven o'clock sharp."

I said "What is the sharp for? I ain't going to hurt

anybody, or anything like that. I at least got to get my clothes together so I can get out. Give me that much of a chance."

Well, there was nothing I could do but go home, so I said "All right, Joe, I will say that much, I like to work for you, and I don't whatever you told me to. I will say goodbye to you, there is nothing else I can do. I
473 would like to see Mr. Berry."

I went home; that is, I went home with my stuff—I didn't go home with my stuff. My brother took that home in his car. He has a car and he left it out there and he brought it up to my house. Well I talked to Jens about it—

Q. (By Trial Examiner McCarthy.) Who is Jens?

A. My brother; he is still working there. He says "I wouldn't pay too much attention to that." I said I didn't know. I said "What do I know about it? I did it in good faith, and all that." Louie said "Come on up to the house." We got to our place and we did pick him up in the morning.

Q. (By Trial Examiner McCarthy.) What house?

A. Louis Salmons' house. So we picked him up, and he said "All right, if you want to join the union." I said, "Sure, I will sign up," but my brother said he would think it over first. I told Louie, I said, "Now, listen, can I get fired for signing up with a thing like that?" "I don't know nothing about it."

"No," he said, "they can't fire you for that if you haven't done anything." I said "I don't know. You say it is good for me. All right. I have known you for years; I know I can trust you, I know that."

Q. (By Trial Examiner McCarthy.) This was to Salmons?

A. I told him that, yes, and we could. We have known him for years. He is honest all the way through, so
474 far as he is talking. He is talking, and that is all honest so far as I could see. So at that time I don't know it could be wrong because I have been working for the man over a year or more than that, and I don't know—

Q. (By Mr. Reynolds.) Well, we will assume he is honest. Go ahead and tell what you did after that.

A. Well I went home and I stayed home a few months and Louie called me up one night to come over to the house. I said "What is it all about?" "Well, you have to go to the Labor Board." "What is the Labor Board?"

He said "We are going to give you your job back." I said "I will go down there."

And I went down to see Mr. Disser on the Labor Board. I went down there to see him, and he said "There is something wrong there; I don't understand that myself." Mr. Disser said "I put Louis Salmons back to work." I said "That is all right; if he hasn't done anything he should have it back."

So he wanted my statement, and how it happened, and all that, and I told Mr. Disser all about it, and I was honest about it and I told him the truth. He said "I will tell you what I will do for you: I will see that you see Mr. Berry."

"And that," I said, "is what I have been trying to do for several months and never had a chance to go
475 down on my own accord; it won't do me any good, I know that."

He said "You just go down there," and he gave me a card, "and tell him I sent you."

I said "All right, I do that." And I went down, but Mr. Berry wasn't in. I had to go to the employment manager to get any information, and I didn't get anything from him. He wanted to know everything. He said "What you going to do?" I said "It isn't any of your business; I want to see Mr. Berry and it is private."

"Oh, it is private?" "Yes, it is." He said "Mr. Berry isn't here." I said "Why didn't you say that in the first place?" Well I didn't say anything I am sorry for. So I didn't see Mr. Berry. So I went home and I called up Mr. Disser and told him I couldn't see Mr. Berry that day. He said "Wait a week." I said "All right, I have been waiting so long now, I would like to know what it is all about, where I am standing. I don't know nothing about it, and I don't know what it is all about. I would like to know."

That is what I told him. He said "You will have to wait." All right. I went home to my wife. I got nowhere. I couldn't get a job, get anywhere. I spent ten dollars to get a job and I couldn't get anything. They would say "Have you got reference?" "No, I ain't got no reference," and they wouldn't give me any.

476 "Well, can't you put on a fib? You don't have to sit there and tell the honest truth about it; put something down where you worked." That is an easy thing to say. I wouldn't like to tell the guy I work for

"Well, I do this and I do that," because you don't. The man I work for has got to know something about me anyway. I start to work there and then later on he comes around and says "You lied to me"—

Trial Examiner McCarthy: Let's stick to what happened at the plant.

A. So I come back. I think it was Friday; it must have been a Friday. I can't say for sure. And I saw Mr. Berry that day.

Q. (By Trial Examiner McCarthy.) You say you saw Mr. Berry?

A. Yes, sir, I did. Or it was Wednesday. I don't know. So I saw him and I told him Mr. Disser sent me down. Mr. Disser told me "You go and tell him you would like to get your job back." I said "Who wouldn't?"

Q. (By Mr. Reynolds.) All right. Now what happened when you went in to see Mr. Berry?

A. Well, Mr. Berry, he says "What did you get fired for?" "What did I get fired for? Well, you are the one that got me out. That is what Joe told me and I want to see you about it." "I don't give a damn."

477 I said "All right, there is no use getting hot about it; I am just telling you the truth. If you can't stand to hear the truth there is nothing I can do. I am just telling you the honest truth about it."

I said "You accused me something I never done. If I done it I would admit it and I wouldn't come down here and talk to you about it, not at all, I wouldn't do that, but the way I got fired—"

Q. (By Trial Examiner McCarthy.) What did he say?

A. He said "I don't know," he says "what you got fired for. I can't help what my foreman does."

"You don't know what kind of work I am doing, I know that." He said "Well, don't you think a man should get fired for not doing his work, if he don't do his work," or something like that I think he said.

I said "Yes, he should, I will admit that all right, a man should be fired if he don't do his work, but I did do my work always."

"I don't know about that."

"You don't know what work I do. Why don't you ask Joe? He knows."

Q. Then what did Mr. Berry say?

A. I don't like to say it.

Q. That is all right. Go ahead.

A. So he was kind of upset about it. I said "All
478 right, Mr. Berry, I would like to know what it is all about, why you fired me, and that is all I want to know." I couldn't find out who the men were, and I wanted to know what that man had against me.

Q. What did Berry say?

A. He said yes. I said "All right, that is all I want to know; I want to know the truth about it."

Q. He didn't say anything then, did he?

A. He said yes.

Q. What did he mean by that?

A. He meant yes, that he did fire me. He said yes. He turned around on the desk and he mentioned something. I said "That is all I want to know, Mr. Berry." Maybe he said something else, but that is the way I understood it. That is what I understood. That is why I came out and said "That is all I want to know; you really were the man and I couldn't prove it at the present time."

Q. Was there anything else?

A. Yes, your Honor. He sent me home that day.

Q. Berry did?

A. The first day I went down there, and this happened the week after. He said "I will find out." I asked him if he would find out what it is all about. He said "There are two men." I said "Who are these two men? I would like to see them." He said "They aren't here right
479 now." All I can do is come back a week later.

Q. What did he mean by that.

A. I don't know what he meant by that. He said he had two men, I never saw the two men.

Q. Then what happened?

A. So he sent me home. He said "Come back a week later." I came back a week later.

Q. When you came back a week later, then what happened?

A. Then I told him all this here.

Q. You have already told us that.

A. Yes, your Honor, I told that. But the last I said to Mr. Berry when I went out, I said "Well, I have nothing to do with it. I belong to the union." Of course I did sign up of my own free will.

Q. Berry didn't say anything about unions, did he?

A. Yes, he did.

Q. What did he say?

A. He said "You belong—" no, he didn't either. Ex-

cuse me. I don't think he mentioned that at all, I don't think he did, no, I don't think so.

Q. (By Mr. Reynolds.) But you said something about the union?

A. I said about the union, yes, I did. I told him about it. I think I said that—I said something like—I don't remember; it is so long since, you know. I don't
480 want to accuse the man of something that isn't so. I got kind of sore. I couldn't get nowhere. I couldn't get—

Q. (By Trial Examiner McCarthy.) After he said "Yes" you went out?

A. Yes, I went out. I came back again and I said "All right, Mr. Berry, I will prove to you some day that I haven't organized anybody in your plant, I haven't organized anyone in here.

Q. Well how did that come up, just out of a clear sky?

A. That is what he accused me of when I got fired. That is what Joe had told me that he was the man, and I want to find out for myself, you know, if it was really so. That is why I went back and had a talk with him. He gave so many excuses; he wouldn't come out with the truth about it. I don't know if he come out that way with it—

Q. (By Mr. Reynolds.) Don't go any further into that. Did you ever come back to talk to Mr. Berry at any time later after that?

A. After them two times?

Q. Yes.

A. I seen Mr. Berry two times—no, I didn't see Mr. Berry any more. It wouldn't do me any good because he won't reason with me.

Q. Now you say you sometimes washed the lights in the various offices of the plant?

481 A. Yes, I did. Every lamp in the office I cleane I cleaned every one of them.

Trial Examiner McCarthy: You can answer yes or no.

Q. (By Mr. Reynolds.) Did you ever wash the lights in Mr. Stanley Staskey's office?

A. Yes, sir.

Q. Do you know a man that works out at the Link Belt Company named James Coslin?

A. Yes, I do, I know him, because he signed up at the third meeting I was at. I am not sure about that, whether it was the first or the third.

Q. (By Trial Examiner McCarthy.) What meeting?

A. The union meeting.
Q. The C. I. O.?
A. C. I. O. meeting on 47th Street. I went down there. There wasn't very many there—
Trial Examiner McCarthy: That is enough.
Q. (By Mr. Reynolds.) Just answer the questions that I ask you. Do you know where Mr. Coslin works there in the plant? What part of the plant he works in?
A. Well, he used to work in the machine shop. I don't know. They had a machine at the time I was there and he worked on that most of the time I was there. I cleaned the lights over there too.
Q. Did you ever see him in the other part of the
482 plant besides the machine shop?
A. Oh yes, I see that man all around, all over. Joe told me not to run around unless we have an errand to go somewhere.
Q. Did you ever see him in the offices of the company?
A. Oh yes, I have seen him talk with Stanley quite a few times.
Q. Stanley Staskey?
A. Yes, sir.
Q. He is the employment manager?
A. Yes.
Q. Do you recall any particular day on which you saw him talking to Stanley?
A. I don't remember the day. Before September I clean lamps for two years. I start in on the 4th of September and it takes me not more than one day for—it takes me five days, four days for each floor on the lights.
Q. Now did you see Mr. Coslin on any day you were cleaning lamps in Mr. Staskey's office?
A. Yes, I did. I did notice him come in one day. I didn't pay much attention to him. I see him in the morning. Stanley pointed him out to me. I looked down and I thought I was in the way. I was working there and I have to move my ladder out of the way. So I move my ladder out of the way, and he was walking in. Staskey
came to this window, and I thought I was in the way
483 and I was trying to move out. I was just about to go underneath—
Trial Examiner McCarthy: Keep your voice up so the reporter can get you.
A. I want to move out of the way, and he came back again.
Q. (By Trial Examiner McCarthy.) Who?

A. This here Jim Coslin.
Q. He came back from where?
A. He came back from the shop again.
Q. While you were in Stanley's office?
A. Yes. And over in Mr. Berry's office I have to take them two lights in there. So I went over there and came back again, and I thought it was funny that he was going back and forth with a paper in his hand, and I thought maybe he was passing out through there. It wasn't any of my business.
Q. Go on.
A. It wasn't any of my business what he doing or anything like that, but I got kind of—of course the day he signed up, that is how I came to think about it, and I told Louis Salmons, I said "What is funny, I don't know." But Louis Salmons told me there is so many fellows there against me I can't do anything. They come over here and they have another union down there. I didn't know anything about that union. They have another union
484 down there. I don't know anything about that. They tell me that it was against the law.
Q. (By Trial Examiner McCarthy.) You said Coslin came in and out of the office. And then what?
A. I was going to do that shop. I call it Wilson's shop. I usually go out and put my ladder up and start in there. So I was putting my ladder up and I got my bucket and I run into him again. I said "Well, what are you doing around here? What is the idea? You going to be the boss now?"
Q. Who did you say that to?
A. I told Jim that when he came from the shop.
Q. Who do you mean?
A. Coslin.
Q. Then what happened?
A. I went out in the shop and cleaned them lights.
Q. (By Mr. Reynolds.) Did he answer you when you said that to him. Did Coslin answer you?
A. Oh yes. He put his head back and he said "Oh yes."
Mr. Seyfarth: Will the witness keep his voice up?
Trial Examiner McCarthy: Keep your voice up.
A. It wasn't any of my business what they do.
Mr. Reynolds: Don't volunteer any information. Just answer the question.
Trial Examiner McCarthy: Just answer what the at-

torney asks you yes or no, because it is immaterial
485 what you think.

The Witness: All right, your Honor.

Q. (By Mr. Reynolds.) At the time you were discharged, Mr. Sorensen, how much money were you earning at the Link Belt?

A. Well, I can't say that a week, you know, because I made $23 a week overtime when I have to work overtime on the third floor, because the blue print department is there, and I couldn't do anything during the day. I told Joe I have to do that on Saturdays.

Q. How much did you make the average week?

A. $18.

Q. And if you made overtime you made more?

A. Yes, sir, I did. I worked overtime a good part of the time.

Q. After you were discharged did you find another job?

A. No, sir, I didn't. That is why I asked Mr. Berry about—

Trial Examiner McCarthy: Just answer yes or no.

A. No, I didn't.

Q. (By Mr. Reynolds.) At any time since that time have you worked at another job?

A. Yes, I have.

Q. What was the first job that you worked on?

A. Over here on State Street in a silversmith shop.
486 I worked there two weeks. I couldn't really do the work. I wasn't good at it. And I asked the foreman, I said, "Well, what is the trouble here? I am not so good, I know that." He said "Well, I can't carry you if I pay you 50 cents an hour, and I don't go any lower than that." I said "Well, maybe I could do something else, cleaning or something."

Q. (By Trial Examiner McCarthy.) All right. You worked there two weeks?

A. Yes, sir.

Q. (By Mr. Reynolds.) How much money did you make?

A. Well, I made $31.50 in them two weeks.

Trial Examiner McCarthy: What is the name of this company?

Mr. Reynolds. Kayot Silversmiths.

A. A silversmith. At that time my daughter was at the County Hospital. She got sick, and that is what worried me. I don't know what I got out for. He wouldn't say what the reason was. He said "I just can't keep you."

Q. (By Mr. Reynolds.) And so you earned $31.50 for two weeks?

A. Yes.

Q. What was the next job you had after that?

A. I didn't have no job. I didn't have a job. I couldn't get a job. I tried everything. I didn't have no reference.

Q. (By Trial Examiner McCarthy.) Did you earn
487 any other money?

Q. (By Mr. Reynolds.) Have you earned other money since then?

A. No, not since. Well today, yes, your Honor, I am working on W. P. A.

Q. (By Trial Examiner McCarthy.) Before you went on W. P. A.?

A. No.

Q. When did you go on W. P. A.?

A. I went on W. P. A. the 19th of January.

Q. Of this year 1938?

A. Yes, your Honor.

Q. Didn't you earn any money other than the $31 from October 1st, 1936, up to January, when you went on W. P. A.? Did you receive any money at all?

A. No.

Q. How did you live?

A. I had to borrow money. My brother was working at the Link Belt and he made pretty good money down there.

Q. You live with your brother?

A. No, I don't.

Q. You borrowed money from him?

A. Yes.

Q. Didn't you earn any other money besides that $31?

A. Not since the W. P. A.

488 Q. We are only interested in the amount of money you actually earned. Did you do any other work?

A. No, I haven't. My earnings from W. P. A., I marked it down, or my wife did. I have my earnings here, what they asked for—

Trial Examiner McCarthy: Don't talk now. Let the attorney ask some question.

Q. (By Mr. Reynolds.) Now on this memorandum it shows that you received $88 from the W. P. A., is that right?

A. That must be. My wife marked it down. I just give her the check.

Q. That is how much you have made since January 19th, is that right?

A. I got the W. P. A. slip here somewhere.

Trial Examiner McCarthy: We don't care about W. P. A.

A. I don't remember the date. The 19th and the 20th I started in.

Q. (By Mr. Reynolds.) Now outside of the $88 you have received from the W. P. A. is the $31.50 from the Kayot shop?

A. $31.50 I made.

Q. That is the only amount you have earned since your discharge?

A. That is all I could make.

Mr. Reynolds: I think that is all.

Q. (By Mr. Reynolds.) Do you want to be rein-
489 stated to work at the Link Belt Company?

Q. (By Trial Examiner McCarthy.) Do you want your old job back?

A. Yes, if I can make a living and they will give me what I had before.

Trial Examiner McCarthy: All right, that is enough.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: When the attorney asks you questions just try to answer yes or no. He doesn't care what you think. He is trying to get the facts, so try to make your answers short yes, or no.

Cross-Examination.

Q. (By Mr. Seyfarth.) Your first name is Nels?

A. Yes, sir.

Q. When did you start working for the Link Belt Company, Nels?

A. In 1927.

Q. Do you know what month?

A. It is so long since. It was—

Trial Examiner McCarthy: Your records would be better than his anyway.

A. I will make sure about it. I don't want to say something—September 28, 1927. October 11th, 1930, I got laid off.

Q. (By Mr. Seyfarth.) What did you do right after
490 you were hired by the Link Belt Company?

Q. (By Trial Examiner McCarthy.) What is the first job you did?

A. He put this down what I did at that time.

Q. (By Mr. Seyfarth.) Who did that?
A. The employment manager, Stanley Staskey.
Q. What was your first job there, Nels?
A. Well, my first job was down in the tool room sharpening tools and machinist helper.
Q. How long did you sharpen tools and act as a machinist's helper?
A. I did that in 1930, but I came down to the tool room and I start in there.
Q. Just a minute. How long did you do that sort of work?
A. For two years.
Q. Did you do any other sort of work besides sharpening tools?
A. Oh yes. I was a plumber and steam fitter's helper for two years. I was there for a year. I came upstairs. It might have been a year. I can't say because I don't know the exact date. But I went up to the tool room. Joe Forss, he has charge of this—
Trial Examiner McCarthy: Wait a minute.
Q. (By Trial Examiner McCarthy.) You started in 1927?
A. Yes, your Honor.
491 Q. That year what did you do, what kind of work?
A. I was in the tool shop sharpening drills.
Q. That is 1928. Now we are in 1928. Then what did you do in 1928?
A. I went up in the tool room.
Q. What did you do?
A. I did plumbing and steam fitting there.
Q. And in 1929 what did you do?
A. The same thing.
Q. And in 1930 what did you do?
A. The same thing.
Q. In 1931?
A. I was out, laid off.
Q. In 1932?
A. I was laid off.
Q. 1933?
A. I came back.
Q. Up to 1936?
A. Yes.
Q. What did you do when you came back in 1933?
A. I got in as a janitor.
Q. Did you stay on that work through to 1936?
A. Yes, sir, to 1936.

Q. (By Mr. Seyfarth.) Did you earn more pay as a steam fitter's helper than you did as a janitor?

492 A. Yes, I did.

Q. So when you came back after the layoff you didn't receive as much money as you had prior to the layoff?

A. No. Now here—

Trial Examiner McCarthy: That is all right. He just wants the approximate—

A. I marked it down.

Q. (By Mr. Seyfarth.) Was it more or less after you came back as a janitor?

Q. (By Trial Examiner McCarthy.) You made less money when you came back?

A. When I came back, yes, I did.

Q. (By Mr. Seyfarth.) It was less money then?

A. Yes, it was. I made 45 cents at that time—

Q. That is all right. You have answered the question. How long had you been in this country when you got a job with the Link Belt Company, Nels?

Q. (By Trial Examiner McCarthy.) When did you come to this country?

A. 1927.

Q. You say you got a job there the same year?

A. No, I didn't. That is wrong too.

Q. (By Mr. Seyfarth.) Never mind looking at your records.

A. All right.

Q. Just tell us to the best of your recollection how

493 long you had been in this country before you got a job with the Link Belt Company?

A. I must have been here over two months.

Q. About two months?

A. Yes, about two or three months. Three months, because I went out in Michigan.

Q. Did your brother get you a job with the Link Belt?

A. Yes, he did. He wanted me to go there—

Q. Just answer the question.

Trial Examiner McCarthy: We want yes or no just as near as you can fix it.

Q. (By Mr. Seyfarth.) You say you had spent about four or five days cleaning lamps on each floor of the building?

A. Yes, I did.

Q. How many floors are there in the building?

A. About four.

Q. So this lamp cleaning would take you about three weeks, would it?

A. Yes, it would—less than that.

Q. How long would it take?

A. Just about close to three weeks. There may be a day or so over.

Q. If you did the work quickly you could get through in just about three weeks?

A. I always do it quickly.

494 Q. You always did it quickly?

A. Yes, I do. I had to.

Q. How many times during the year would you make the rounds of cleaning the lamps, Nels?

A. Well, I do that sometimes once, sometimes twice.

Q. Sometimes once a year and sometimes twice a year?

A. Yes. In 1935 I think it was two times, because I started in—

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) What would you do in the meantime when you weren't cleaning lamps?

A. Well, I go back. I started out at eight o'clock in the morning and I start in on the lamps about nine-fifteen or nine-thirty.

Q. When you were cleaning lamps you would start in cleaning them at nine-fifteen?

A. I have to go back and clean the planning room, sweep the floor in there and wash it and I have to clean out waste baskets and everything, you know. I have to do that after three-thirty, and it takes me an hour to get around these fellows in there. I have to keep out of their way because they are in a hurry—

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) Now besides cleaning the lamps twice a year and cleaning up the planning room you

495 also cleaned up the wash room, did you?

A. Yes, and the tool room.

Q. And the tool room?

A. Yes.

Q. That, in substance, was your job, was it?

A. Yes, and sometimes they asked me to give them a hand.

Q. So in order to keep them from going out and doing another job you would keep busy cleaning the planning room?

A. I was always busy. If they thought you didn't have enough to do they give you a job some place else. I even asked Joe, "Have you got anything else for me to do?"

When I first told him he said "Well, I could give you something else; you go out and do some other job; I will give you the electric trucks to grease."

Q. What?

A. The electric truck.

Q. You would grease the electric truck?

A. Yes, I do.

Q. In other words, they would give you odd jobs to do when you didn't have enough to do at your regular job?

A. Yes.

Q. And they would give you those odd jobs when they thought you didn't have enough to do?

A. If he didn't then I asked him for it. If I got through early and I had an hour for myself I could let the broom
496 fall on the floor and kill the time, but I felt like earning my money.

Q. You wanted to keep the broom going?

A. Yes, you are better off when you do.

Q. That is enough. How often did you grease the rubbish conveyor?

A. Once a week, sometimes once a week.

Q. Once a week?

A. Yes. They could go—if Joe Forss come to me to go out there I could go—I start on it Monday and he would send me somewhere else—

Q. That is all right. You have answered the question. Who is your boss, Nels?

A. When I got fired?

Q. Yes.

A. Joe Forss.

Q. Joe Forss?

A. Yes, sir.

Q. Was he your boss all the time you were there?

A. No. I remember now, I made a mistake a while ago. I remember now when I first start down there Pat Morene, something like that, he was my first foreman.

Q. Do you know how to spell that?

A. Morene, Pat Morene was my first foreman, than Joe Forss. I came up to Joe Forss' department.

497 Q. Did Joe Forss ever complain to you about talking at long intervals with other employees?

A. Yes, he told me that one time. I was on the ladder and he says "Don't bother these fellows any more than you have to." I said "You know me, Joe, I don't want to bother them."

Q. How many times did he ask you not to do that, Nels?

A. He don't ask me that more than once. I think only

one time he talked to me about it, that I should keep out of those fellows' way.

Trial Examiner McCarthy: Keep your voice up.

A. I did talk to one guy. I said—he sent me out to the machine shop—

Trial Examiner McCarthy: You can answer once or twice or three times.

Q. (By Trial Examiner McCarthy.) How many times did he ask you?

A. He only asked me one time about that.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) After that did you stop talking to other employees?

A. Not unless I was told to do it, no. If he told me to do it, yes. If I have to give them a hand I have to do it. If he told me to get a hammer or a wrench I had to answer.

Q. You had to talk to him then?

498 A. Yes.

Q. You had to ask them?

A. Yes. And they give me a dirty answer every time. Call you names, too.

Q. Who was that?

A. All of them.

Q. All of those employees around there?

A. Not all of them. There would be one or two I could go and ask them for anything; go out and give them a hand. If I go out and give them a hand then they come up and call me all kinds of names and all that.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) You didn't get along so well then with the other employees?

A. Oh yes I got along pretty well with all of them. There ain't nobody down there that talked to me in a—

Trial Examiner McCarthy: You just answer yes or no.

A. I got along pretty good.

Q. (By Mr. Seyfarth.) You think you got along pretty good?

A. I know I did. I didn't have any trouble with any of them.

Trial Examiner McCarthy: Just say yes or no.

Q. (By Mr. Seyfarth.) Even though at times you had arguments with the men, is that right?

499 A. Oh yes, we have arguments all right when I am on the job.

Trial Examiner McCarthy: Keep your voice up.

A. They could pick up an argument all right quick too. The best thing you could do is walk away and I always did.

Q. (By Mr. Seyfarth.) Nels, did you think that the men out there were picking on you?

A. No. Why should they pick on me? I am not doing them any harm.

Q. They were always having arguments with you?

A. They tried to get me mad.

Q. They tried to get you mad?

A. Oh yes, they do that all right.

Q. Would you argue back with them?

A. No, because I don't pay any attention to that kind of slang.

Q. (By Trial Examiner McCarthy.) Why did they try to get you mad?

A. I don't know what the reason is there. I never could understand it.

Q. (By Mr. Seyfarth.) Didn't you ever ask them, Nels?

A. Oh yes, I asked them sometimes; but they don't give you no answer. They just give you that much more. There is no use talking to them; leave them alone. There is no use arguing.

500 Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) When was it that you saw Mr. Berry and you had the ladder?

A. I don't remember that. I couldn't say what date it was, but it was in September.

Q. In September of what year?

A. 1936.

Trial Examiner McCarthy: 1936?

A. Yes, your Honor.

Q. (By Mr. Seyfarth.) 1936?

A. Yes, your Honor.

Q. Where were you at that time, Nels?

A. I was over at the office on the lights.

Q. You were cleaning lights in the office?

A. Yes, I was.

Q. Did you have the lights turned on or off?

A. No, I can't turn them off.

Q. Did you clean the lights when they were burning?

A. No, out in the hall you have to do it.

Q. (By Trial Examiner McCarthy.) Where were you working, in the hall?

A. No, I was working on the back stairs.

Q. Were the lights on or were the lights off?

A. The lights were on there, yes. I got orders to lea
them on.

501 Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) And you were cleaning
lights while the lights were turned on, is that right?

A. I was just about to go up there, but he came do
the steps and said something about the ladder.

Q. What did Mr. Berry say when he saw you?

Trial Examiner McCarthy: Take a recess for f
minutes.

(A short recess was taken.)

Mr. Seyfarth: What was the last question?

(Question read.)

A. Mr. Berry?

Q. (By Mr. Seyfarth.) Nels, we were talking abo
the time that you and Mr. Berry met each other in t
hallway when you were about to clean the lights.

A. Yes.

Q. Now what did Mr. Berry say at that time?

A. Well, he said—

Mr. Reynolds: Speak loudly.

Trial Examiner McCarthy: Keep your voice up. T
street cars are making a lot of noise. Talk out real lou

A. All right, your Honor. I was up on the ladder a
Mr. Berry came down the stairs and he said something
"You got a good red ladder there." It was painted re

It is painted red so they won't run into it. I don
502 know if he misunderstood me.

Q. (By Mr. Seyfarth.) "You have got a good r
ladder there?"

A. Yes, something like that.

Q. Something like that?

A. Something like that he said.

Q. Well, aren't you sure of what he said?

A. He said "a red ladder," I heard that, and he sa
"You won't be on that long." I thought I was in the wa

Trial Examiner McCarthy: That is all he said? Th
is all the attorney wants. Ask another question.

Q. (By Mr. Seyfarth.) Did Mr. Berry say anythi
after that?

Q. (By Trial Examiner McCarthy.) After he sa
"You won't be on there long," did he go on into his offi
or did you talk to him some more?

A. No, he kept on saying while he was walking alon
"You won't be on that long."

Q. Did he say anything else?

A. He said something more. I was just going to answer him "What do you mean?"

Q. He didn't answer you?

A. No.

Q. He went on into the office?

A. He kept on going.

503 Q. He went on into the office?

A. Yes, he did.

Q. (By Mr. Seyfarth.) Did Mr. Berry say anything that you didn't understand?

A. Well, he said it as he walked away. I couldn't get a chance to find out what he meant to say.

Q. Well, you didn't hear what Mr. Berry said?

A. Yes, I heard what he said. He said "You won't be on that ladder long."

Q. Did he say anything else at that time?

A. He did say something, but I couldn't—

Q. (By Trial Examiner McCarthy.) Is that all he said?

A. No, he said something else.

Q. But you didn't hear him?

A. I couldn't—

Q. You don't know what he said?

A. I couldn't say for sure. He was talking, and I was going to say "Mr. Berry, what do you mean?"

Q. Mr. Berry didn't say anything else that you heard?

A. Yes, he said something I heard there.

Q. What did he say?

Q. (By Mr. Seyfarth.) Can't you understand what he said?

A. Yes, he said "You have got a good red ladder." I thought it was in the way. I said "Yes, I have," but I was afraid I was in the way. He says "You won't be 504 on that long." I was going to say—

Trial Examiner McCarthy: That is all.

Q. (By Mr. Seyfarth.) You were going to answer him, then he walked on?

A. Yes, he did. I answered him all right, but he didn't hear me. He looked around again then he went off. I was going to ask him if I was in the way and take the ladder away from there.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) Did Mr. Berry say anything you didn't understand?

A. No, I fully understood him all the way.

Q. Did he say anything else that you didn't hear?

A. Yes, he did. He said something else—

Q. That is all.

A. He said something—

Trial Examiner McCarthy: That is enough. He wi ask you some other questions perhaps. He will coup that all up and try to find out these facts by yes or n answers. Of course you can always explain your answe

Q. (By Mr. Seyfarth.) After that you went into th office of Joe Forss?

A. No, I have to take my stuff—I didn't go in there you know I have to go in the locker and have to carry m grease gun in there and lock it up. He was somewhe

505 out in the shop and I have to wait till he comes back

Q. What did you go to Mr. Forss' office for?

A. To go out on the sand mixer. I grease that. I hav to grease those rolls that is on there. Then I have a gra pocket that picks up sand, and it was standing there. The use it during the night.

Q. That isn't an answer to my question. I want know why you went into Mr. Forss' office?

A. I went in there to go out on the sand mixer.

Q. You wanted some more work to do?

A. Yes.

Q. And you wanted to ask Joe Forss what else the was for you to do around there?

A. No, he gives me orders when I came up there to l him know whenever I have to go out on the job. If th is going to be greased I have to let him know. It nee greasing pretty near every day.

Q. In other words you reported to Joe Forss that y were going to go on the sand mixer?

A. Yes, that is right.

Q. What did Joe say to you then?

A. He said "No, I think not."

Q. He said "I don't think you are going to go on t sand mixer"?

A. He didn't say that. He said "I think not

506 That is what he said.

Q. What did you say?

A. "Well, have you got something else for me, Joe?

Q. (By Trial Examiner McCarthy.) What did Jo say?

A. He said "No." "No," he said, "I am firing you I said "What are you firing me for? What is it about?"

Q. You asked him that?

A. Yes.
Q. And what did Joe say?
Mr. Seyfarth: Just a minute.
Q. (By Trial Examiner McCarthy.) What did Joe say?
A. Well, he said I was fired. I wanted to know what the reason was. I said "Don't I do my work, Joe?"
Q. Yes. And then when you said why, then what did Joe say?
A. Well, Joe, he said no I couldn't.
Q. Couldn't what?
A. I couldn't go out. He didn't say "No." He said "You are fired."
Q. Then you said "Why am I fired?"
A. Yes.
Q. And then what did Joe say?
A. Well, he said—after he said I got fired he said—
Mr. Seyfarth: I can't hear you, Nels.
Trial Examiner McCarthy: He hasn't said anything yet.
507 Mr. Seyfarth: I saw his lips moving, Mr. Examiner.
Trial Examiner McCarthy: Excuse me.
A. He said after I got fired—
Trial Examiner McCarthy: Keep your voice up.
A. I asked him what the trouble was that I got fired, and he said "You are Louis Salmons' helper."
Q. (By Trial Examiner McCarthy.) What is that?
A. "You are Louis Salmons' helper." He didn't say that straight out there.
Q. (By Mr. Seyfarth.) He didn't say what?
A. He didn't say that.
Q. Joe Forss didn't say you were Louis Salmons' helper?
A. Yes, he did say that.
Q. Then what did you say?
A. I said "I am not his helper." I said Joe said, "You are Louis Salmons' helper."
Q. Yes.
A. And I said "Yes, I help him all right; I go with him out on the job, I do that. You know whenever I go out I let you know where I am going all the time." So he said "It isn't that; you help to organize in the plant." "No, I haven't organized anybody in here, Joe. You don't think I would be crazy enough to do a thing like that?" He said, "Well, I can't do anything for you; it is Berry's

order." "That is what I want to know," and if he
508 will do me a favor—I asked him if he would do me a favor and tell me who it was, if it was any of the boys had something against me—

Trial Examiner McCarthy: That is enough.

A. —I would square it up.

Q. (By Seyforth.) Did you ask Joe if any of the boys had anything against you?

A. Yes, I did. He said "No, it is Mr. Berry's orders."

Q. Nels, were you signing up any boys in the plant?

A. No, I never did.

Q. You never did anything like that, did you?

A. No, I never signed anybody up but myself.

Q. You didn't ask anybody to sign in the shop or on company property, did you?

A. No, no, no, I didn't bother with it at all.

Trial Examiner McCarthy: That is enough. One "No" is enough.

Q. (By Mr. Seyfarth.) Did you tell Joe Forss that you didn't sign anybody up in the plant?

A. I told him that. He said he couldn't do nothing about it.

Q. He said he couldn't do anything about it?

A. That it is Berry's order—

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) Then you said "Goodbye, Joe"?

509 A. I did.

Trial Examiner McCarthy: Keep your voice up.

A. Yes, I said goodbye.

Q. (By Mr. Seyfarth.) What was the next thing you did?

A. I went home.

Q. Then you came back to see Mr. Berry, didn't you, some time later?

A. A long time. Mr. Disser of the Labor Board sent me down. He called me up and told me to go down—

Q. Just a minute. Just answer my question. You then talked to Louis Salmons, didn't you?

A. Yes, I did.

Q. (By Trial Examiner McCarthy.) When was that? How long afterwards?

A. Oh a few months after. I couldn't say what month that was. I don't remember that.

Q. (By Mr. Seyfarth.) About two months after you were discharged?

Trial Examiner McCarthy: A few months he said.

A. More than that.

Q. (By Mr. Seyfarth.) It is more than two?

A. It was close to four months, I think.

Q. About the third or fourth month after you were discharged?

A. It must have been.

510 Q. You talked to Louis Salmons?

A. I talked to him part of the time. I wanted to know more about this business. I got out for signing up, and I wanted to know what it was all about.

Q. (By Trial Examiner McCarthy.) When did you see Mr. Salmons?

A. I don't know. I can't say the date for that.

Q. Approximately?

A. I seen him right along.

Q. All right. This was about four months afterwards?

A. Yes, I did.

Q. (By Mr. Seyfarth.) Would you say about four months afterwards?

A. Yes.

Q. Was that the time Mr. Salmons told you to go down to the Labor Board?

Trial Examiner McCarthy: You can say yes or no.

A. Yes, he told me to go to the Labor Board. I went down there.

Q. (By Mr. Seyfarth.) Then you went down to the Labor Board and you saw Mr. Disser, is that right?

A. Yes.

Q. Did you tell Mr. Disser everything that you have testified to here today?

A. No, I told him more than that.

511 Q. You told him—

Trial Examiner McCarthy: He said he told him more than that.

Q. (By Mr. Seyfarth.) Did I understand you to say that you told him more than you testified to here today?

A. If he asked me some questions I would answer him, answer him all I know, the way it came out.

Q. Would you say you told Mr. Disser everything you have testified to here today?

A. Well I did. I said the same as I say now.

Q. That is enough. What did Mr. Disser tell you now?

A. Well, he said to go down and see Mr. Berry. He gave me a card with his name on it. He said "Go down

and see Mr. Berry and tell him you would like to get your job back." I said "Who wouldn't?"

Q. That is enough. Who was with you when you went to see Mr. Disser at the Labor Board?

A. There was nobody with me that day.

Trial Examiner McCarthy: Keep your voice up.

Q. (By Mr. Seyfarth.) Was Louis Salmons ever with you?

A. Once, yes.

Trial Examiner McCarthy: What time are you referring to now?

Mr. Seyfarth: I am referring—he had only seen Mr. Disser once up to this time.

512 A. I don't know for sure if he was with me the first day or not.

Q. Was Mr. Nowak with you?

A. No, I don't know him at all.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) How many times did you see Mr. Disser at the Labor Board?

A. I saw him quite a few times.

Trial Examiner McCarthy: Keep your voice up.

Q. (By Trial Examiner McCarthy.) How many times?

Q. (By Mr. Seyfarth.) How many times would you say you saw Mr. Disser?

Q. (By Trial Examiner McCarthy.) Just aprpoximately?

A. It is about five times—no, I don't know; about the fifth time I was there but I didn't talk to him.

Q. About three or four times you saw him?

A. Four times.

Q. (By Mr. Seyfarth.) Nels, was Louis Salmons ever present at any time that you saw Mr. Disser?

A. Yes, he was. After I see Mr. Berry he came down with me and wanted to know how it came out.

Q. Did Mr. Salmons and you talk to Mr. Disser about your case?

A. No. I talked to Mr. Disser alone. He was there that day, but I told Mr. Disser I liked to talk to him alone.

513 Trial Examiner McCarthy: Keep your voice up.

A. I talked to Mr. Disser. I told him I would explain everything to him, and let him judge and see what it was all about.

Trial Examiner McCarthy: That is fine.

Q. (By Mr. Seyfarth.) Did you go down to the Labor Board with Mr. Salmons?

A. No, I went alone.

Q. Did you meet Mr. Salmons down there?

A. I did one time, yes.

Q. When was the next time you saw Mr. Berry?

A. I haven't seen him since then two times.

Q. (By Trial Examiner McCarthy.) After you went to the Labor Board and Disser said "Go down and see Berry," you went down to the plant, did you, and tried to see Mr. Berry?

A. Yes, your Honor, I did.

Q. And you didn't see him that time, as I understand it?

A. No, he was sick.

Mr. Seyfarth: I would like to fix the date of that.

Q. (By Mr. Seyfarth.) When did you go down to see Mr. Berry?

A. I couldn't say the date. I don't know for sure.

Q. Do you know approximately, Nels?

A. No, I don't. I have it marked down and I can look it up.

514 Q. How long after you had seen Mr. Disser the first time did you go to see Mr. Berry, one or two days?

A. No, I went down—the last time I spoke to Mr. Berry I went down to Disser the same day. I called Mr. Disser up—

Q. Just a minute. You had tried to see Mr. Berry once before that?

A. Yes, I did.

Q. And Mr. Berry was sick?

A. Yes, and I called the Labor Board on the phone at 39th and Wentworth.

Q. Mr. Berry was sick, is that right?

A. Yes, he was.

Q. Who told you he was sick?

A. The employment manager, Stanley Staskey.

Q. Then you called Mr. Disser?

A. Yes, sir.

Q. Did you tell Mr. Disser that Mr. Berry was sick?

A. Yes, I did.

Q. What did Mr. Disser tell you?

A. He said "Wait a week."

Q. He said to wait a week?

A. Yes.

Q. Then did you wait a week before you went to see Mr. Berry again?

A. Yes, I waited till he came back—no, I didn't
515 wait quite a week, no. I didn't quite believe Stanley Staskey. I never do.

Q. You don't believe him?

A. No, because one time—

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) What were you going to say, Nels?

A. That I went back again and wanted to see if Mr. Berry was there, and he was that day. I don't recall if it was a Wednesday or Friday. I can't say. I think it was a Wednesday. I don't keep much track of that because it don't mean much to me. I talked to him about it and I told him about it, and it don't go me any good.

Q. What time of the day did you see Mr. Berry?

A. I don't remember that. I didn't mark it down and I can't remember that. I didn't mark that down.

Q. Was it in the morning or afternoon?

A. What time of the day?

Q. (By Trial Examiner McCarthy.) Was it in the morning or afternoon?

A. I waited down there two hours, I think it was.

Q. Was it in the morning or afternoon?

A. That I can't say for sure.

Q. If you don't know, say so.

A. It was close to noon.

Q. It was in the morning?

516 A. I waited—

Trial Examiner McCarthy: That is enough.

A. I don't remember the time.

Q. (By Mr. Seyfarth.) Then you went into Mr. Berry's office?

A. He called me in. He came up the back way and he said, "Come on in." And I don't recall that time; I didn't keep track of the time.

Q. You went in the office with him?

A. Yes, I did. He asked me to sit down—

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) Who was present?

A. There was a fellow there.

Q. What was his name?

A. I don't remember him. I don't know him at all.

Q. Was he tall or short?

A. A short fellow.

Q. Was he heavy or light?
A. He was heavy, light haired.
Q. Light haired?
A. I have seen him him several times down there before that. I see them all, for that matter.
Q. (By Trial Examiner McCarthy.) Was he a boss?
A. I couldn't say. I don't know. He was merely sitting in there by the desk.
517 Trial Examiner McCarthy: That is enough.
Q. (By Mr. Seyfarth.) Was that the last time you saw Mr. Berry?
A. Yes, he was in there. I saw him the last time. He was sitting by the desk.
Q. We are talking about the time that Mr. Berry summoned you in the office, told you to come in?
A. I was alone at that time.
Q. (By Trial Examiner McCarthy.) Was that the first time?
A. That was the first time, yes. There was no one there at that time.
Q. (By Mr. Seyfarth.) There was no one there at that time?
A. No, I don't think so. That was around noon—yes, there was. There was Mr.—what was his name? I don't recall his name now. I have known him.
Trial Examiner McCarthy: That is enough. What do you want to develop by this witness? You are just going over the same ground he has already testified to.
Mr. Seyfarth: I am frank to state, Mr. Examiner, that I didn't understand half of what he said.
Trial Examiner McCarthy: It will show in the record.
Mr. Seyfarth: I can't cross-examine without knowing.
Trial Examiner McCarthy: It is just a repetition of what he has already testified to. If there is something he has made some mistake on, why you can concentrate on that.
518 Mr. Seyfarth: I would like to know who was present at the time of these various occurrences.
A. There was no one there the first time. There were, but they walked out, if that is what you want. There was no one there.
Q. (By Mr. Seyfarth.) What did Mr. Berry say at that time, Nels?
A. Well he said "I got two men here, Nels. They ain't here today, so I can't do nothing for you. I can't find out

anything. There ain't much to find out, you understand that, and I give you a chance to square up."

Q. (By Trial Examiner McCarthy.) Was that the first time you saw Mr. Berry?

A. Yes, it was.

Q. After you were fired?

A. Yes.

Q. After you came from Disser's office?

A. Yes, he told me to go down there then.

Q. Then that is the first time?

A. Yes, your Honor.

Q. You are talking about that time?

A. Yes, your Honor.

Trial Examiner McCarthy: All right.

Q. (By Mr. Seyfarth.) So it was on that occasion he said there were two men?

519 A. Yes.

Q. That weren't there that day, but he wanted to see them?

A. Yes.

Q. And he would give you a chance, but he wanted to see those two men first?

A. Yes.

Q. Did he tell you what their names were?

A. No, he didn't mention their names. He said they weren't here. I said "If they have got something against me I would like to know." I thought maybe they have something against me that I don't know, and I want to see them and square myself.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) What did Mr. Berry say then?

A. He said to come back a week later. I think I did that. It must have been a week, or it was two days, I don't quite remember.

Q. Somewhere between two days and a week later you came back to see Mr. Berry?

A. Yes, I did. He told me that. Maybe it was two days.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) What time of the day was it that you saw Mr. Berry the second time?

A. I don't remember that.

520 Q. Was it in the morning or the afternoon, Nels?

A. It was close to noon. I was waiting a long time. I got down there about ten o'clock and he wasn't there—

Trial Examiner McCarthy: That is enough. Wait a minute. Try to answer yes or no.

Q. (By Mr. Seyfarth.) Nels, on this occasion was the short light man present when you saw Mr. Berry?

A. Yes, the last time.

Q. He was in the room with you?

A. Yes.

Q. What did you tell Mr. Berry then?

A. Well, I wanted to find—if he found out anything. He didn't find out a thing, he says: I said "I won't get my job back then?" I said "What are you firing me for? I haven't done anything wrong that I know of. You said you fired me and I want to know." He said "Don't you think a man should get fired if he don't do his work?" I said "Yes, Mr. Berry, he should. If he don't do his work he should." That is what I told Mr. Berry.

Q. Did you pound the table in Mr. Berry's room at that time?

A. No.

Q. Did you swear at Mr. Berry at that time?

A. I don't remember.

Q. You have answered the question.

521 A. No, I don't remember that.

Q. (By Trial Examiner McCarthy.) Did you ever swear at Mr. Berry?

A. No, not that I know of. I wouldn't know it if I know anything.

Q. Do you know if you swear at a boss?

A. I may do it if it slips out of me. I heard it all the time. It may slip right out of me. I got to be careful to not say them things, but it slips out of you and you can't help it, because you train your mind up to that every day.

Q. (By Mr. Seyfarth.) In other words, if you got mad that sort of thing might slip out of your mouth?

A. I don't know where it comes from.

Trial Examiner McCarthy: What did you say?

A. I asked him what the reason was. He said the only thing a man should get fired for is not doing his work. I said he should get fired for that, but that isn't what I got fired for.

Q. (By Trial Examiner McCarthy.) What did you swear at him for?

Mr. Reynolds: I object.

A. I didn't swear at him.

Trial Examiner McCarthy: He said it slipped out.

Mr. Reynolds: He said it may slip out. He said he didn't remember.

522 A. I never do swear, only it slips out without my knowing it.

Q. (By Trial Examiner McCarthy.) It slips out without you knowing it how often?

A. Not very often.

Q. Once in a while?

A. No, sir, your Honor.

Q. Did it slip out in Mr. Berry's presence that you remember?

A. No, your Honor. I don't do those things. I keep that down, because it is slang, and it is bad, and I don't like it, and I never did, because you hear it every day. You take a walk through there and you will hear it.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) Did you ever go down to the Labor Board after this last visit with Mr. Berry?

A. No, I didn't, not after I seen Mr. Berry—I went down the same day too, the same day I saw Mr. Berry I had to go down. He said "You better call me up before you come down, and that will save you car fare."

Q. Did you go downtown to see Mr. Disser?

A. Yes, I did.

Q. Did you tell him what had happened?

A. Yes. He said "You got him mad and he won't do this for you and he won't do that."

523 Q. What did he tell you?

A. He said "You must have said something that made him sore; that is why you didn't get your job back."

Q. (By Trial Examiner McCarthy.) He said you got him mad?

A. Yes, about the union. He said not to tell him anything about having a union. Well I did join the union, I know that, but he shouldn't care about that. He knew what I got fired for. He did give the order himself. He admitted that to me that he did.

Q. Who?

A. Mr. Berry. I said "Mr. Berry, that is all I want to know."

Q. (By Mr. Seyfarth.) Did Mr. Berry say he got mad at you for joining the union?

Trial Examiner McCarthy: No, he said the witness testified that Disser had said that.

Q. (By Mr. Seyfarth.) You are not telling us what Mr. Disser told you, is that right?

A. Yes. That is what I told him when I came back. I told him—

Trial Examiner McCarthy: Wait a minute.

Q. (By Mr. Seyfarth.) Was Mr. Berry at any time mad at you?

A. He was that day that I mentioned the union. He got sore and he pounded on the table.

524 Q. Did you pound on Mr. Berry's desk?

A. No, he pounded himself.

Q. You didn't pound on his desk?

A. No, he pounded that himself.

Q. How long have you known Coslin?

A. Known him? I haven't known him. I see him down there, that is all.

Q. (By Trial Examiner McCarthy.) How long have you seen him around?

A. Oh, I have seen him around since I started, because he came up to the tool room when I first started in the tool shop.

Q. That is back in 1927?

A. Yes, your Honor. I couldn't speak English so good. I went to school and learned how to speak English and all that—

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) Did you know that Coslin had signed up with the C. I. O.?

A. Yes, I saw that myself. He did that on 47th Street. The day I can't say. It was the day they had that meeting, and there was another fellow there—

Q. Just a minute. Now what time of the year was it that Coslin signed up?

A. I don't recall if it was before 1936. I don't remember that. It was 1936 or 1937.

525 Q. Was it in the spring or in the fall?

A. That was in the spring or the summer.

Trial Examiner McCarthy: Keep your voice up. The street cars make a lot of noise and you have to talk loud.

A. I don't remember the date that was either, no, I couldn't say that date.

Trial Examiner McCarthy: That is enough if you don't remember.

A. But he signed up.

Trial Examiner McCarthy: That is enough.

A. All right, excuse me.

Q. (By Mr. Seyfarth.) You say you saw Coslin in the machine shop?

A. I see him all around.

Trial Examiner McCarthy: What time?

Mr. Seyfarth: At various times.

A. Oh yes, I see him going over to the factory. I was cleaning lights at this time there when this came up.

Q. (By Mr. Seyfarth.) You saw him in the plant when you were cleaning lights there?

A. Yes, he came back to the tool room. I see him every day. You can't miss him, because you move your ladder around and you look at each guy when they walk by you.

Q. How many times did you see him talk with Staskey?

A. Two or three times the same day when I was in there.

526 Q. Two or three times the same day?

A. Yes, I sure did.

Q. Was that the day you were cleaning the lights?

A. Yes, it was. It must have been September 4th, 5th or 6th—September the 10th I came over there, because I came from the office at that time.

Q. When was it that you were cleaning the lights in Staskey's time office?

A. That was September the—I can't tell you the time; I won't swear to it.

Q. (By Trial Examiner McCarthy.) Just approximately.

A. You know I can't remember. I would swear September, yes, it was September.

Q. (By Mr. Seyfarth.) Of what year?

A. 1935.

Q. September of 1935?

A. Yes, sir, it must have been the 10th.

Q. Pardon me?

A. The 10th of September, or the 9th.

Q. 9th or 10th of September, 1935?

A. Yes, because I went—

Q. (By Trial Examiner McCarthy.) How do you know it is the 9th or 10th?

A. Because I started the 4th of September in the main office there on account of the windows; I have to get it

527 in when it is light, and usually in September we start cleaning over there. That was the year before, and a year later, in 1936, I don't remember what time that was.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) After you didn't get your job back with the Link Belt Company you went to work for the Kayot Silversmiths?

A. Kayot Silversmith Shop, yes.

Q. And you worked for them for about two weeks?
A. Yes, I did.
Q. Did I understand you to say that you were discharged because you weren't able to do the work there?
A. Yes, I think that was the reason. There might have been some other reason, but he didn't say, because I told him the night before my daughter was at the County Hospital and I was kind of worried about it. That might have been. I was kind of worried about my daughter. She was pretty sick, so it might have been—
Trial Examiner McCarthy: That is enough. That is fine.
Q. (By Mr. Seyfarth.) Now, Nels, you say you don't believe Mr. Staskey, is that right?
A. No I don't.
Q. Have you and Staskey got any sort of personal grievance?
A. I am not afraid to say that, because it is the
528 truth. I always do.
Trial Examiner McCarthy: Keep your voice up.
A. It has nothing to do with this case at all.
Trial Examiner McCarthy: If it hasn't anything to do with it—well, go ahead and tell us.
Q. (By Mr. Seyfarth.) Why are you mad at him? Why don't you believe him?
A. One time he came to me as I was cleaning lights—I wasn't cleaning lights at that time, but the soap, the liquid soap—I never use that, I never used that stuff; I always used that other style—
Q. (By Trial Examiner McCarthy.) Why are you mad at Staskey?
A. Because when he accuse of something you never done—
Q. That is the reason?
A. He said I did something I didn't do. And I told him—
Q. (By Mr. Seyfarth.) When did this take place?
A. That was during the time I was cleaning lights. He thought maybe I used on them lights—
Q. (By Trial Examiner McCarthy.) About when was it, do you know, what year?
A. That was in 1935—no, it was right after Christmas; I believe it was 1936.
Q. (By Mr. Seyfarth.) Right after Christmas?
A. 1936, I believe it was. Yes, it was.
529 Trial Examiner McCarthy: That is enough.
A. I don't recall.

Q. (By Mr. Seyfarth.) Was it in 1936 or 1937?
A. No, it wasn't in 1937.
Q. Was it in 1935 or 1936?
A. It was between 1935 and 1936, along in there. I couldn't say.
Trial Examiner McCarthy: That is all right.
Q. (By Mr. Seyfarth.) Now, Nels, would you say that since that time you haven't believed Mr. Staskey?
A. Yes, I don't, because he said I have some valuable information. He says "You went over in the basement and took a bucket of soap and the soap was all missing over there," and I said "I heard you mention it." I said "No, sir, I don't use that kind of soap, I never use it."
Trial Examiner McCarthy: That is enough.
A. And he said—
Trial Examiner McCarthy: Wait just a minute.
Q. (By Mr. Seyfarth.) Nels, did you believe Staskey when he told you that you were fired for joining the C. I. O.?
Trial Examiner McCarthy: Wait a minute; Staskey didn't say that, did he?
A. Yes, he did, your Honor. That day I got my check. Mr. Forss told me to go and get my check and go on out. I said "How about the check?" Well he didn't say
530 that after I went in the wash room. He wanted the committee from the local—
Q. (By Mr. Seyfarth.) Staskey wanted?
A. No, Joe Forss. He said "You go and see Joe Staskey and he pays you."
Q. (By Trial Examiner McCarthy.) Then what?
A. I went in to see him.
Q. Then what?
A. I asked him for the check.
Q. Then what happened?
A. He started talking. I didn't pay attention to him.
Q. What did he say?
A. Well, he said it looked like Mr. Berry has got me fired. I said "He fired me for something I never done."
Q. I don't care what you said. What did Stanley Staskey say?
A. He said "Well, you don't do your work up in the office." I said "What do you mean I don't do my work; lights or what?" And I said "Sure I do." He said something else, but I don't remember that either.
Q. Was that all he said?

A. He didn't say that at that time; not the day I go home.

Q. I don't care what he said any other time. What did he say when he paid you the check?

531 A. He asked me about the family. My wife was sick. I don't think he knew about that.

Q. Stanley had said you were fired?

A. No, he didn't say I was fired. He had nothing to do with that. Mr. Berry was the one that fired me. That was his order. That is all I know.

Trial Examiner McCarthy: That is enough.

Mr. Seyfarth: That is all.

Q. (By Mr. Wham.) Nels, you say that when Jim Coslin joined the C. I. O. that there was something funny about it?

A. Yes, I told Louis about it. I said "How do you know," I said, "I am out now; I lost my job on account of signing up with the C. I. O.," and I told Louis "How do you know that this man don't go around and tell them all about it?" And I said, "You said he joined the C. I. O. and we have to have so many members in to get anything and organize the place."

Q. Did you say something there of another union?

A. I don't know nothing about the other union.

Q. I thought when you said that there was something funny about it, you said there was another union in the plant.

A. That is when Louis Salmons told me they had another union down there. I said "How do you know that man don't go around—"

Q. Was that at the time that Coslin joined the C. I. O.?

A. He joined it right there, yes.

532 Q. Was there another union in the plant at that time?

A. Yes, there was. That is what Louis told me. He said they had another union down there.

Q. At the time Coslin signed with the C. I. O. there was another union in the plant?

A. Yes, that is what Louis told me. I don't know myself.

Q. (By Trial Examiner McCarthy.) Are you sure it was at the time that he joined the C. I. O.? Where did this take place that you are talking about with Salmons?

A. On 57th Street.

Q. About what time of the year? What year, do you remember? If you remember, all right, say so.

A. It was after 1936.

Q. After 1936?

A. It was 1937, oh yes, 1937; in 1937 when he came there.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Wham.) So that would make Coslin sign up with the C. I. O. in 1937, would it?

A. Yes, it would. That would be the year. He didn't tell me anything about what that date was.

Q. Do you know what union they were talking about?

A. He said a company union, Independent Union. I don't know what them unions are. I don't know what they have.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Wham.) You thought Coslin belonged 533 to the Independent Union, is that right?

A. Yes, that is what I understood from Louis. I said "I don't think he belongs to this union here; I don't know for sure."

Q. (By Trial Examiner McCarthy.) You said that or Louis said that?

A. I told Louis that, because I was fired then.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Wham.) Did you tell him that at the time Coslin joined the C. I. O.?

A. Yes, I did, and he said it ain't so. He said "I have known that man for years," he said, "He is all right."

Q. You have known Louis Salmons a long time too, haven't you?

A. Yes, I have but—

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Wham.) You think pretty well of him, don't you?

A. I always done that. He has always been—

Trial Examiner McCarthy: That is enough. Say yes or no.

Q. (By Mr. Wham.) He is an honest man, isn't he?

A. Yes, that I know of. I don't have—

Trial Examiner McCarthy: That is enough.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

534 NICK CUMORICH, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) What is your name?
A. Nick Cumorich.
Q. What is your address?
A. 1852 Blue Island Avenue.
Q. Blue Island Avenue?
A. Yes, sir.
Q. Were you employed by the Link Belt Company?
A. When I start?
Q. Yes, did you once work for the Link Belt?
A. Yes, sir.
Q. What was the last day that you worked, or do you remember?
A. May 19th I got fired.
Q. May 19th, what year?
A. 1937.
Q. 1937?
A. Yes, sir.
Q. Prior to that time—before then how long had you worked for the Link Belt?
A. I have been working since December.
535 Q. Since December of what year?
A. 1936.
Q. 1936?
A. Yes, sir.
Q. What was your job out there?
A. Laborer.
Q. Laborer?
A. Yes, sir.
Q. What department did you work in?
A. In the Foundry.
Q. In the foundry?
A. In the foundry, yes.
Q. Are you a member of the C. I. O.?
A. Yes, sir.
Q. When did you join the C. I. O.?
A. In April some time.
Q. (By Trial Examiner McCarthy.) April of what year?

A. 1936.

Q. (By Mr. Reynolds.) In 1936 you weren't working there?

A. No, I mean 1937.

Q. 1937?

A. Yes, that is right.

Q. Who asked you to join?

A. The guy—a friend of mine. I didn't know him long. I know just he was working there.

536 Q. Did you attend C. I. O. meetings?

A. Yes, sometimes; not exactly every time.

Q. Now do you remember when another union started in out there?

A. I just heard that some union—

Q. (By Trial Examiner McCarthy.) But you didn't know?

Q. (By Mr. Reynolds.) Did anybody ask you to join any other union?

A. Yes.

Q. Who did?

A. My foreman, night foreman.

Q. Who was he?

A. George his first name is.

Q. Is that George Belov?

A. Yes.

Q. Now, how long was it before you were fired that he asked you to join the Independent Union?

A. Oh, I guess a couple of weeks something.

Q. What did he say to you?

Mr. Wham: I object to that question because he didn't say it was an independent union.

Trial Examiner McCarthy: Yes he did, as I understood it. Overruled.

Mr. Wham: He just said it was a union.

Q. (By Mr. Reynolds.) What did Mr. Belov say to you?

537 A. He ask me if I want to join the Independent Union, company union. I just say no, that is all.

Q. Now, how many men does Mr. Belov give orders to?

A. Well he went around the shop.

Q. (By Trial Examiner McCarthy.) How many men work under him? He bosses how many men?

A. I don't know exactly.

Q. Approximately?

A. About fifteen or twenty men, something like that.

Q. (By Mr. Reynolds.) Fifteen or twenty?
A. Yes, something like that, at night.
Q. Did anybody else ever ask you to join the Independent Union?
A. No.
Q. Did you see your foreman ask anybody else to join the Independent Union?
A. No, I didn't see because I was working. I was looking at my job and keep on working. I didn't see him.
Q. At the time he asked you did he have anything with him?
A. No—he had a paper in his hand.
Q. Did he show you the paper?
A. No.
Q. You didn't read what was on it?
A. No.
Q. (By Trial Examiner McCarthy.) Can you read English?
538 A. Just real little.
Q. Real little?
A. Yes.
Q. (By Mr. Reynolds.) Well did you see him take the paper anywhere else?
A. I see him just walk away from me, that is all I see him. I keep on working.
Q. (By Trial Examiner McCarthy.) Did he take the paper to any other men?
A. He go around.
Q. To all the other men on the floor?
A. On the floor, yes. I don't see anybody take it because I keep on working, you know. I don't want to look around.
Q. Was it a little paper or a big paper?
A. No.
Q. A paper about the size of a letter?
A. Something.
Q. (By Mr. Reynolds.) Now speak up loud, Nick. On May 19th what happened when you came to work?
A. I came to work and I want to start to work on my job, and he came around with an envelope in his hand and wants to give me money.
Q. Who came around?
A. My foreman. He says, "Nick, here is your money and you got fired."
539 Q. What did you say?
A. Well, I asked him what is the reason I got fired. He says he don't know.

Q. Who was your foreman?
A. George.
Q. (By Trial Examiner McCarthy.) George Belov?
A. Yes, he was foreman nights.
Q. (By Mr. Reynolds.) He said "I don't know"?
A. Yes.
Q. Did he say anything else?
A. I asked him what is the matter. He said he is sorry for me. I am a good working man.
Q. What time was this that he came?
A. Something after nine. We used to start at nine o'clock at that time. Something after nine.
Q. (By Trial Examiner McCarthy.) Nine o'clock at night?
A. Yes, nine o'clock at night.
Q. (By Mr. Reynolds.) Now how many other men are there, Nick, on the same kind of work that you did at that time?
A. Only one man was working with me in laboring inside and outside.
Q. One other man?
A. Yes.
Q. Who was he?
A. That was—his name is John, a young fellow.
540 Q. John?
A. Yes.
Q. He worked along with you?
A. Yes.
Q. Now did he start before or after you started for Link Belt?
A. He started after me.
Q. How long after?
A. About a couple of months or so. I am not sure.
Q. And do you know whether he worked there after you left?
A. He was working that night, and he worked after I left.
Q. Now had any—had the foreman ever criticised your work, said your work wasn't good?
A. No, he didn't say anything to me that I know.
Q. Did any foreman or officer of the company ever say anything to you about your work?
A. Well no. When I was working days, when I start to work, you know, they put me out grinding castings, and they just says to me I should take it easy because I don't know how to do it, just to break me in.

Q. And you left that job later, did you?
A. Yes, he puts me in at night.
Q. At night?
A. Yes, as laborer.
Q. Now what kind of work would you do on your laborer's job?
541 A. Break the castings, the big ball drops down, and I shovel sand, loading on a car.
Q. Now how many hours a week were you working at the time you were discharged?
A. I worked five days.
Q. Five days?
A. Nine hours a day.
Q. Nine hours a day?
A. Yes, sir.
Q. Did you ever work any more than that?
A. No, I worked nights.
Q. You worked at night?
A. Yes, sir.
Q. What was your rate of pay at the time you were discharged?
A. I had 48 cents an hour when first I start, 48.
Q. Now on May 19th at the time you were laid off were you getting regular work?
A. Well they put me all around.
Q. I mean you worked nine hours every day?
A. Yes, nine hours every day.
Q. Did you ever work any more than nine hours?
A No, only nights.
Q. No overtime?
A. No. All night work.
542 Q. After he told you that you were fired, what did you do?
A. I take my clothes and I went home.
Q. Did you ever loaf on the job, Nick?
A. No, I didn't. Sometimes I wait for the foreman to come and show me how to do it, that is all.
Q. Did you ever disobey any orders of the foreman?
A. No.
Trial Examiner McCarthy: So that the reporter can take it down, you said no?
A. No.
Q. (By Mr. Reynolds.) How much money have you made since you were discharged on May 19, 1937?
A. How much in all that time?
Q. Yes.

A. Since I start?

Q. (By Trial Examiner McCarthy.) No, since you got discharged, since you got fired.

Q. (By Mr. Reynolds.) Have you made any money anywhere?

A. Yes, I was working.

Q. Where have you been working?

A. Karpen Brothers Furniture Factory.

Q. And when did you get that job?

A. I got it June 17th.

Q. June 17th?

A. Yes, sir.

543 Q. And how much money have you made since you have worked for them?

A. I don't know—I used to make twelve and fifteen dollars a week.

Q. Twelve and fifteen?

A. Yes.

Q. Do you know what the total amount is?

Mr. Reynolds: Mark this Board's Exhibit 14 for identification.

(Thereupon the document above referred to was marked as Board's Exhibit No. 14 for identification.)

Q. (By Mr. Reynolds.) I show you this paper marked Board's Exhibit 14 for identification and ask you if you know what that is. What is that?

A. That is what I make when I was working since I start the new year.

Q. Up until the first of January, 1938?

A. Yes.

Q. Is this the report that Karpen Brothers make for purposes of the income tax?

A. Yes, sir.

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Reynolds.) Since January 1st, 1938, what has been your salary or your wages for Karpen & Company? How much money have you made since the first of January?

544 A. After the new year?

Q. Yes, how much?

A. I make nine dollars a week.

Q. Nine dollars a week?

A. Sometimes twelve. I got all that what I make you know, I got those slips.

Q. Let's have the slips.

A. Yes, sir, that is for 1938.

Q. (By Trial Examiner McCarthy.) Did George Belov, your foreman, tell you why you were fired?

A. No, he didn't know, he says.

Q. He said he didn't know?

A. Yes.

Q. (By Mr. Reynolds.) Do you want to be reinstated on your job at the Link Belt Company?

A. Of course. There is more money over there. Here there is no money where I work now.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Cumorich, how many days a week do you work over at Karpen Brothers?

A. Sometimes two, three, four, five; no more than five.

Q. How much do you average an hour over there?

A. 40 cents.

Q. You are a chipper at the Link Belt, aren't you?

545 A. They hired me for chipper, but I didn't have no chance; they put me working as a laborer all around.

Q. (By Trial Examiner McCarthy.) What is a chipper?

Mr. Seyfarth: A chipper is one who takes a pick—

Q. (By Trial Examiner McCarthy.) What is a chipper? You tell us.

A. They chip the cast iron where it is rough from the mold.

Mr. Seyfarth: I understand the operation is performed with an air hammer.

Trial Examiner McCarthy: Oh, I was wondering.

Q. (By Mr. Seyfarth.) They gave you various jobs over there, did they, Mr. Cumorich?

A. What?

Q. They gave you various jobs around the Link Belt Company, is that right? You didn't work at one particular job for any great length of time?

A. No, no particular job at all.

Q. What were the various jobs you had there?

A. What do you mean?

Q. (By Trial Examiner McCarthy.) How many kinds of jobs did you do?

A. I had a lot of different kind of jobs; loading sand and chipping sometimes and grinding and working in the yard on the scrap.

Q. (By Mr. Seyfarth.) What else?

546 A. I don't know.

Q. (By Trial Examiner McCarthy.) Do you know some more?

A. No.

Q. What did you do in the foundry?

A. Then I unload them—what do you call it? What they clean the casting. What do you call them? I don't know.

Q. (By Mr. Seyfarth.) You mean the tumbling mill?

A. No, in the mill room where they clean the small castings. We clean them and load them out.

Trial Examiner McCarthy: We have a pretty good idea of the nature of your work.

A. Yes.

Q. (By Mr. Seyfarth.) You started working for Link Belt in December of 1936?

A. In December some time.

Q. And you worked there until May 19, 1937?

A. Yes, sir.

Q. Was Mr. George Belov your foreman in all of these various jobs that you had?

A. What do you mean?

Q. (By Trial Examiner McCarthy.) George Belov was just the night foreman, wasn't he?

A. Yes.

Q. Did he boss you when you worked on the—when you chipped?

547 A. Yes, he was out there.

Q. He was the same boss always?

A. All the time.

Q. (By Mr. Seyfarth.) During all the time you worked nights he was your foreman?

A. Yes.

Q. How long did you work nights?

A. I don't know. I couldn't tell you exactly; two months or so. I don't know. I have forgotten.

Q. Would you say that you worked four months during the day time and then the last two months you worked nights?

A. Something like that. I am not sure.

Q. Who was your foreman during the time you worked days?

A. He was named Stanley.

Q. Did you have a foreman by the name of Bill Peters?

A. Not when I was working days.

Q. Just answer my question yes or no. Did you ever

have a foreman by the name of Bill Peters? Did you ever have a foreman by the name of—

Q. (By Trial Examiner McCarthy.) The answer is no?

A. No.

Q. (By Mr. Seyfarth.) Did you ever have a foreman by the name of McKinney?

A. No.

Q. Did you know either one of those two men?

548 A. No.

Q. Did anyone ever complain to you of your work and your efficiency during the time you were working days?

A. No.

Q. (By Trial Examiner McCarthy.) The answer is no?

A. No.

Q. (By Mr. Seyfarth.) Did anyone ever complain—

Q. (By Trial Examiner McCarthy.) Do you know what efficiency means?

A. Yes, it means how much I make, or so.

Q. (By Mr. Seyfarth.) How well you do the work?

A. Yes, I know that.

Q. Did anybody complain about you doing your job badly?

A. No, they don't say, nobody.

Q. Either daytime or night?

A. No.

Q. At no time whatsoever?

A. No.

Q. When was it that you saw Mr. Belov with the paper?

A. It was just before, a week or two weeks, something.

Q. Before you were discharged?

A. Before I got fired, yes.

Q. Would you say that was around the first week in May of 1937?

A. Yes.

549 Q. You don't know what was on the paper, do you?

A. No.

Q. Who else was present when you saw Belov with the paper?

A. I don't know; only him, that is all.

Q. Was anybody present when Belov told you you were discharged?

Trial Examiner McCarthy: You have to answer for the reporter.

A. No, no.

Q. (By Mr. Seyfarth.) Where did your conversation with him at that time take place?

Q. (By Trial Examiner McCarthy.) Where were you when he fired you?

A. I was just coming on the job to work there.

Q. At the gate?

A. No, inside.

Q. In the foundry?

A. Right on the job.

Q. (By Mr. Seyfarth.) Right on the job?

A. Yes.

Q. Whereabouts?

A. In the foundry.

Q. Whereabouts in the foundry?

A. It was in the chipping room, you know, mill room.

Q. About what time was it?

550 A. After nine something.

Q. (By Trial Examiner McCarthy.) What time did you go to work, nine o'clock?

A. Nine o'clock start to work.

Q. (By Mr. Seyfarth.) He gave you your envelope right then, did he?

A. Yes, sir.

Q. Did you ever talk to anybody at the Labor Board about your being discharged, Mr. Cumorich?

Q. (By Trial Examiner McCarthy.) Did you go down to the Regional Office of the Labor Board.

A. The third day I went.

Q. (By Mr. Seyfarth.) Who did you talk to down there?

A. I can't remember; some man.

Q. Was his name Disser?

Q. (By Trial Examiner McCarthy.) Do you remember a man by the name of Disser? You don't remember?

A. No.

Trial Examiner McCarthy: That is all right. If you don't know, say so.

Q. (By Mr. Seyfarth.) Would you know his name if you heard it?

A. What?

Q. Would you know his name if I called it to you?

A. I don't know. I don't think so. I was once over there.

551 Q. You were only there once?

A. That's the time I see that man once—no, I was three times over there.

Q. Three times?

A. Yes.

Q. What did you tell the man that you saw there the first time you went?

A. I told him I got fired.

Q. Did you tell him everything that you have told the Examiner here today?

A. Yes.

Q. What did he tell you?

A. Well he told me he would try to do something.

Q. When was the next time you came back to the Labor Board?

A. The next time was a girl. When I go there, a girl was there, not a man.

Q. Did you talk to the girl?

A. Yes.

Q. What did she tell you?

Q. (By Trial Examiner McCarthy.) How long afterwards? The first time you talked to a man and another time you talked to a lady—how long?

A. Oh, quite long.

Q. A month?

A. No.

552 Q. Two or three months?

A. Yes.

Q. (By Mr. Seyfarth.) What did the lady tell you?

A. Well, she said they are going to try to do something.

Q. Did you talk to anybody else at the Labor Board the third time?

A. The third time?

Q. Yes.

A. Yes.

Q. Who did you talk to then, if you know?

A. This man over there (indicating).

Q. Mr. Reynolds?

A. Yes, that is the third time.

Q. Were you ever present at the Labor Board when Mr. Berry talked to Mr. Bjork about this matter?

Trial Examiner McCarthy: What is the name again? Bjork?

Mr. Seyfarth: Bjork, yes.

Q. (By Mr. Seyfarth.) Were you present on that occasion?

A. What do you mean?

Q. (By Trial Examiner McCarthy.) Did you see Mr.

Berry at the Regional Office of the Labor Board in Chicago?

A. Before?

Q. At any time did you see Mr. Berry down there?

A. Not before.

Q. Any time?

553 A. Just at that time, the third time I see him.

Q. You saw Mr. Berry there the third time?

A. Yes.

Trial Examiner McCarthy: Is that the time you refer to?

Q. (By Mr. Seyfarth.) When was that?

A. That was last week.

Q. (By Trial Examiner McCarthy.) Last week?

A. Yes.

Q. (By Mr. Seyfarth.) Are you sure you saw Mr. Berry at the Labor Board last week?

Trial Examiner McCarthy: Oh no, not Mr.—

Mr. Reynolds: He doesn't understand you.

Q. (By Trial Examiner McCarthy.) Do you know Mr. Berry? Do you know Berry, a fellow by the name of Berry?

A. This is Mr. Berry right here (indicating).

Q. Did you ever see him before?

A. No.

Trial Examiner McCarthy: Is that all?

Mr. Seyfarth: That is all.

Trial Examiner McCarthy: That is all.

Mr. Reynolds: Wait just a minute.

Q. (By Mr. Wham.) This man Belov you say is a foreman?

A. Yes, he was night foreman.

Q. Was there any other foreman there nights besides Belov?

554 A. No.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

Mr. Reynolds: Before the record closes I want to enter this statement of Mr. Cumorich as Board's Exhibit 14; and also state that the amount that he earned since January 1st up to date is $126.19.

Mr. Seyfarth: If you say that is the correct figure, I will stipulate that.

Trial Examiner McCarthy: The exhibit will be received and the stipulation covering it.

(The document heretofore marked "BOARD'S EXHIBIT NO. 14" for identification, was received in evidence.)

(Thereupon, at 12 o'clock noon, a recess was taken until 1 o'clock p. m. Wednesday, March 16, 1938.)

555 After Recess.

(Whereupon, the hearing was resumed, pursuant to recess, at 1 o'clock p. m. Wednesday, March 16, 1938.)

Trial Examiner McCarthy: You may proceed.

PAUL BOZURICH, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) What is your name?
A. Paul Bozurich; 1550 East 64th Street, Chicago.
Q. Were you employed by the Link Belt Company?
A. I was.
Q. What was the last date on which you worked?
A. November the 9th, 1937.
Q. Prior to that time how long had you worked?
A. Approximately 18 months. I started, I think it was early part of May, 1936.
Q. What department did you work in?
A. Foundry.
Q. And what was your exact job?
A. Molder.
Q. Now what part of the foundry did you work in?
A. I worked on the main floor.
Q. The main floor?
556 A. Yes, sir.
Q. How was the foundry divided?
A. The foundry was divided into main floor, side floor, bench and squeezers.
Q. (By Trial Examiner McCarthy.) What is that—squeezers?
A. Yes, machine squeezers.
Q. (By Mr. Reynolds.) Now what was the difference in the work performed by the various men in the foundry there?

A. Well, on squeezers it is a plate work. You see the patterns are attached to the plates and the men just simply squeeze the molds.

Q. (By Trial Examiner McCarthy.) Squeeze the molds?

A. Yes. The bench is the part where small plates are made, run by hand, assembled by hand.

Trial Examiner McCarthy: Keep your voice up, please, because of the street cars.

A. And on the side floor are made the sprockets, most of them, and the rest of the patterns attached to the plate; also partly machine work. And on the main floor where is made a heavy casting or a heavy molding, big casting, large size castings run by sand slinger air rammer, and if necessary by hand rammer.

Q. (By Mr. Reynolds.) Now what other jobs were performed in that foundry department?

A. You mean to say what other jobs I performed, or—

Q. Are performed.

557 Q. (By Trial Examiner McCarthy.) Are performed in the foundry?

A. Core making and chipping.

Q. (By Mr. Reynolds.) What do the core makers do?

A. Well you see there are certain patterns which require a plate core to be made, and then we lay it in the mold before we close the mold, so that when metal is poured around in the mold that particular core provides for whatever necessary description of casting it must be.

Q. Now what is the other kind of work you mentioned besides core making—chipping?

A. Chipping.

Q. What do they do?

A. With air rammers usually cut off the fins around the casting and whatever the casting would be to bring it according to the description. And also there would be the grinders to polish the castings and the welders to fill it in, anything like that.

Q. Does that take care of all the main jobs performed in the foundry?

A. Approximately.

Q. Now what other jobs are there?

A. There also is a furnace where the metals are melted to be poured into the molds.

Q. Now before you came to the Link Belt Com-
558 pany had you ever worked in an iron foundry before?
A. Yes, sir.
Q. For how long?
A. Oh, I am in the foundry since 1916.
Q. Since 1916?
A. Yes, sir.
Q. And what jobs that are performed in a foundry have you done?
A. Similar to this job.
Q. Since you have started working in foundries what jobs have you done?
A. The same job as this here at the place I was working at Link Belt, molding.
Q. Have you ever been a chipper?
A. No, sir.
Q. Have you ever been a core maker?
A. No, sir.
Q. Do you know how to do that work?
A. I have an idea all right.
Q. Now what is the highest skilled job that is performed in an iron foundry?
A. You mean what class of work?
Q. Yes, the most skilled.
A. Known as jobbing work.
Q. Have you ever done that work?
559 A. Right along.
Q. Did you do that at Link Belt?
A. Yes, sir.
Q. What is jobbing work?
A. Well, the jobbing work is along the following line: The company that operates the foundry gets the order for various forms of castings from various factories, you see, and it brings the castings—the metal pattern in, or the blue print from which the patterns are supposed to be made, then the casting cast for various factories. You make today one job and tomorrow another for different customers. That is my understanding.
Q. Now during the time you worked for Link Belt Company did you ever have any complaint about the way you performed your work?
A. No, sir, outside of the advices. Whenever, for example, the foreman gives you a job and he wants that particular casting to be molded, he has some suggestion to make it in his own way, the way he thinks it shall be made, and advises, that is all.

Q. Now are you a member of the C. I. O., Mr. Bozurich?
A. Yes, sir.
Q. When did you join the C. I. O.?
A. In the middle of May, 1937.
Q. Was it before or after you were discharged?
560 A. Before.
Q. How much before?
A. I will say about five or six months.
Q. You were discharged—when were you discharged?
A. In November, 1937.
Q. Do you remember the month that you joined the C. I. O.?
A. Yes, sir.
Q. What month was it?
A. In the month of May, 1937.
Q. Where did you join?
A. In a restaurant at the corner of 39th and Wentworth. Mr. Salmons met me there and asked me if I was willing to join the union. So I asked him about what union, and he showed me the application card, and he told me "Here it is, think it over and then let me know if you want to sign it." So I took that card with me home, thought the thing over and made up my mind to join it.
Q. Now prior to the time you joined the C. I. O. had you been asked to join any other labor organization?
A. No, sir.
Q. Did you know about any other labor organization being present in the plant?
A. At that time?
Q. Yes.
A. Yes, known as Employees Representative Or-
561 ganization. They called it a company union.
Q. Now were you later asked to join, or told about another labor organization?
A. Yes, sir, I was.
Q. When was that?
A. That was, to the best of my recollection, on about April 20th.
Q. And what—describe what happened on that day?
A. Well, it was, I believe, the afternoon during the working hours. Mr. Lackhouse—
Q. (By Trial Examiner McCarthy.) How do you spell that?
A. Lackhouse?
Q. (By Mr. Reynolds.) L-a-c-k-h-o-u-s-e.

A. Yes, I think it is Lackhouse or something like that. He came to me with about that long (indicating) sheet of paper. There were a few names written on it, I believe, with pencil, and asked me if I want to sign that petition. I asked him what is it all about. He says "To organize a union." I said "What kind of a union?" I said "We have one union here already." He said "What union you mean?" I said "Company union."

He said, "Oh, that thing is no good." Then I said "Well, I won't sign nothing now until I will find out who wants this union"—the one that you want me to sign for—

562 and I said "I will think it over and let you know some time later."

So he said—well, smiling, he said "I don't care whether you sign or not," he says, "they made me go around and I had to do it."

And then he walked away to another fellow along the line. That was all.

Q. Did anyone else ask you besides Mr. Lackhouse?

A. Yes, sir. The next day, also the afternoon, a young fellow—I think he is molder on the steel floor—

Trial Examiner McCarthy: Keep your voice up, please.

A. —he also came to me with either the same sheet or a similar—in appearance it was a similar sheet of paper, and also asked me if I want to sign. I said "Sign for what?"

"Well," he said, "They want to form a union."

I said "What kind of a union?"

He said "I don't know," he said, "They want to start to organize the union." I said "Yesterday Mr. Lackhouse was here; I refused to sign, and I am not going to sign with you until I find out who wants this union and what it is all about."

So he also smiled and said "I don't give a damn whether you sign or not. They gave it to me to go around, and it is better than to work; easy money."

Q. (By Mr. Wham.) What was his name?

563 A. It is better to work—I mean, to go around with that sheet than to work.

Q. What was his name?

Trial Examiner McCarthy: He didn't give it.

A. Petrowski, something like that.

Q. (By Mr. Wham.) Is that Zenon Petrowski?

A. Yes, that is it. So he went away then.

Q. (By Mr. Reynolds.) Did you see him speak to others?

A. Yes, sir. He was on the line, you see, from the southern end of the flood I was working on to the north end.

Q. Who was your foreman?

A. When I started my foreman was at that time Mr. Olson.

Q. Did Mr. Olson see Mr. Petrowski talk to you?

A. I couldn't say that because it was a short conversation and I didn't look around.

Q. Did you see Mr. Olson present while Mr. Petrowski was asking other men in the department?

A. I couldn't say that because I paid no attention.

Q. Did you see him the day before when Mr. Lackhouse asked you?

A. I didn't.

Q. Now did anyone else ever ask you to sign for the Independent Union?

A. Yes, sir, a lot of them.

Q. Who else that you know?

564 A. Well, after that was Mr. Kovach.

Q. (By Trial Examiner McCarthy.) How do you spell that?

A. K-o-v-a-c-h.

Q. (By Mr. Reynolds.) When did he come up to you?

A. It was about April 27th.

Q. April 27th?

A. Yes, sir, he came to me. It was, I believe, during the afternoon working hours, and he asked me if I sign for the union.

I said "What union you are referring to?"

"Well," he said, "Independent Union, the one you were present at a meeting," he said, "last week," referring to that first meeting where the attempt was made to form the union, Independent Union.

Q. Were you present at that meeting?

A. Yes, sir.

Q. And did you take any part in that meeting?

A. Yes, sir.

Q. What did you do?

Q. (By Trial Examiner McCarthy.) What time was that about, do you recall? When was the meeting? What day was the meeting on?

A. Yes, I will give you the story on that. That was on about—

Trial Examiner McCarthy: Excuse me. Have you
565 finished up with Kovach? Let's finish up with Kovach.

Mr. Reynolds: All right.

Q. (By Mr. Reynolds.) Then what did Mr. Kovach say after—

A. Well, he asked me if I did sign for that union, and I said no. I said "You know that I was there and you almost throw me out from the meeting because I asked the questions to clarify to me certain points before I will sign," and I says "I am not going to sign until those things will be clear to me."

Then he said "Well, think it over; it is for your own benefit."

And I said "I will try." So he went away.

Q. Now coming back to the meeting that you attended, when was the meeting?

A. On April 22nd.

Q. April the 22nd?

A. 1937.

Q. Now had there been other meetings before this?

A. Not to my knowledge. If you want to, I will give you the information how I was led to the meeting.

Q. How did you happen to go to the meeting on April 22nd?

A. Well, it was about, I think, early afternoon, working hours that I noticed the circulation of certain white copies among the employees—

Q. White copies, you say?

566 A. Yes. So one of the employees—I believe he is a crane operator—so he had one in his hand, right above the place where I was working. He looked at it and read it. And I see other employees had it—some of them, not all of them. So for a matter of curiosity I asked him what it is all about.

Q. Who did you ask?

A. The crane operator.

Q. The crane man?

A. Yes. Well, he said "I will be damned if I know what it is all about."

I said "I would like to have a copy too." I thought probably the company distribute some information to the employees. So finally he dropped me his own copy. I took a look at it and there was the headline. It was a mimeograph copy, and there was a headline "Proposed

Constitution and By-Laws of Independent Union of Craftsmen."

Well of course that was the first time I had a chance to see anything written on that particular union, and due to the fact that it was working hours I folded that copy and stuffed it in my pocket till I had a chance to read what it is all about. Then almost about one hour before the quitting time there was another distribution of about two inches wide approximately three inches in length the invitation cards to the meeting of Link Belt Employees
567 at, I believe, 3133 South Halsted Street, known as the Lithuanian Auditorium, and I think there was also the time scheduled 5:30 P. M.

So one employee came to me and gave me that card invitation.

Q. (By Trial Examiner McCarthy.) Who was he?

A. I think it was Mr. Felix Zitkus.

Q. How do you spell that?

Mr. Reynolds: Z-i-t-k-u-s.

A. You have got me now. He gave me that card, I believe—I am not so sure, but to the best of my recollection. So I took a look—

Q. (By Trial Examiner McCarthy.) Did he hand it to everybody around there or just give it to you?

A. No, he just give it to me, and he said "Somebody around here distributed these invitations."

Q. He wasn't the man that distributed them?

A. No.

Q. Who distributed them?

A. I didn't have a chance to see, because the circulation, as I understood, or the distribution, took place at the end close to the foundry office, then it was passed from hand to hand.

Mr. Reynolds: Now just a minute. Mark this Board's Exhibit 15 for identification.

568 (Thereupon the document above referred to was marked as Board's Exhibit No. 15 for identification.)

Q. (By Mr. Reynolds.) Mr. Bozurich, I show you this document marked Board's Exhibit 15, and ask you if you know what that is?

A. This is the copy of constitution and by-laws which was circulated in the foundry among the employees approximately in the month of June, but this is not the copy I was referring to.

Q. (By Trial Examiner McCarthy.) That isn't the one that the crane man dropped down to you?

A. No, it is altogether a different copy. If necessary I can—it is altogether different, with double space lines, mimeographed.

Mr. Reynolds: Mark this for identification Board's Exhibit 16.

(Thereupon the document above referred to was marked as Board's Exhibit No. 16 for identification.)

Q. (By Mr. Reynolds.) I now hand you Board's Exhibit 16 for identification and ask you if you know what that is?

A. That is right; this is the copy I got on April 22nd.

Q. (By Trial Examiner McCarthy.) Is that the one that the crane operator dropped down to you?

A. Yes, sir.

Q. (By Mr. Reynolds.) Or one similar to this?

569 A. Similar to this, yes.

Mr. Wham: What is the title of it?

Mr. Reynolds: Constitution of the Independent Union of Craftsmen.

A. Yes, that is right.

Trial Examiner McCarthy: You may proceed.

Mr. Reynolds: I will offer this in evidence as Board's Exhibit 16.

Trial Examiner McCarthy: It may be received.

Mr. Seyfarth: I object to its materiality.

Trial Examiner McCarthy: Overruled. Let it be received. You can have an exception on that.

(The document heretofore marked "BOARD'S EXHIBIT 16" for identification, was received in evidence.)

Q. (By Mr. Reynolds.) Now you say you received an invitation card to attend the first meeting?

A. Yes, sir. Then I took that card also, put it in my pocket, and then after the working hours I was on my way to the wash room to change my clothes. Right there next to the doors there is a wall bulletin board, and I seen a group of employees reading certain documents on that board, and I also walked over there on the way to the wash room and asked them what it is all about. So one of them called my attention, saying "Here is the agreement between some kind of Independent Union

570 and the Link Belt Company." So I took a look at it and I read it too. I can't recollect or repeat the exact words, but in essence it was—

Q. Now just a moment, Mr. Bozurich. I show you Board's Exhibit 10 and ask you if you know what it is?

A. Yes, this is the copy or a similar copy of the document I am speaking about.

Q. This is the agreement that you saw posted on the board?

A. Yes, sir, and I read it with the rest of the employees.

Q. (By Trial Examiner McCarthy.) What date was that, the 21st?

Q. (By Mr. Reynolds.) What date does Board's Exhibit 10 bear?

A. The date is the 21st, but I noticed it on the 22nd.

Q. (By Trial Examiner McCarthy.) It was up there—

A. I noticed it on the bulletin board the 22nd.

Q. (By Mr. Reynolds.) You saw that before the meeting?

A. Before the meeting, yes, on the way to the wash room right after quitting hours.

Q. Now you were telling of the conversation there in front of the bulletin board. Was anything more said that you want to tell?

A. Nothing outside of—may I say, there were jokes among ourselves that there is a union unrecognized by the company and nobody knows what sort of a union it is and who are the people who negotiated it with the company, and things like that. That is all. So in that form of
571 joke we dispersed.

Mr. Seyfarth: May I ask who he means by "we"?

A. A group of us employees who were standing there.

Q. (By Mr. Seyfarth.) Name them.

Trial Examiner McCarthy: You will have a chance to cross-examine.

Q. (By Mr. Reynolds.) Then did you go to the meeting thereafter?

A. Well, first after I walked out from the shop I took a walk to that restaurant at Wentworth and 39th where I usually would stop for coffee or sandwiches before I boarded the car. Then I went and read these two copies of Constitution and By-Laws, whatever it is, of Independent Union of Craftsmen, and invitation card. In the meantime certain employees that I could recollect as employees, one of them came to me and handed over to me the application card for membership in the Independent Union of Craftsmen in that particular restaurant. So I took them and read all these things over to see what it is all about. Then when I was through with the reading I convinced myself that I also should go there, because this proved to me that there is something going on down

there which also concerns me as an employee of Link Belt. Besides, I noticed in this document various points which were not clear to me, and I had in mind to go there to
572 ask a question to be clarified. So I boarded a car, and instead of going home boarded a car toward the meeting, and I went to meeting.

I arrived there, I think it was about six or six-fifteen, six-thirty, something like that—I am not exact on the time. At any rate the meeting was already going on when I came in the hall.

So I selected seat on the extreme left of the hall because it was close to window, and coming from the foundry I needed a little fresh air.

Well, I sit down and was listening to speaker. At that particular moment the speaker held up I think it was his right hand—

Q. (By Trial Examiner McCarthy.) Who was the speaker?

A. At that time I didn't know his name, but I was told it was Mr. Wham, something like that. He was a kind of a tall gray-haired fellow, and he read from that particular small book. It was a thin book having flexible covers. So I tried to pay my attention what he is reading, and I understood because he was mentioning to that effect that it is the Wagner Labor Act law he was reading.

Q. Is that what he was reading?

A. Yes.

Q. You understood that is what he was reading?

A. Yes. And when he was through with the reading then he gives his own explanation about the meaning
573 of it, and I understood at that time, to the best of my recollection, in the following order:

He said that after the Supreme Court upheld the Wagner Labor Act law that the company cannot any more support you fellows, meaning us employees, directly financially, but, he said, probably arrangements can be made, then he proceeded on and said "You fellows got to do something to organize yourselves, because John L. Lewis has trained men, organizers who will come into our plant and will organize you fellows. You see what is taking place around the country, strikes; you will lose the money and things like that."

Of course I want to go on the record also that there was a commotion, you see, it was very hard to get the complete—everything he said there.

So then when he was through with his speech, in addi-

tion to reading, he got hold of the Constitution and By-laws of the Independent Union and then read it.

When he was through with that reading of that document then he proposed it for adoption as it was read there. Of course when he was through and put the proposal to adopt this document or constitution and by-laws as he read it, then many many people jumped up from the chairs and demanded questions and discussions before anything else should be done there, even before put-
574 ting the proposal, something like that.

There were also demands from the floor why there is no secretary, recording secretary to take the records of proceedings.

And many questions as to the document, various things that were read from that document. Well, some people here and there would be granted permission to ask, and other ones would be denied.

I was one myself who had the questions to ask, three of them at least, that were in my mind that I wanted to be clear on, and I made an effort, I think about three or four times to get—to be recognized by the chair to ask the questions.

So finally I stood up and didn't want to sit down. I raised my hand up and hold it like that until the chairman was somewhat forced to give me permission to ask a question; I mean forced in the sense he couldn't get rid of me because I insisted. Then I got the floor and I asked the questions.

575 The first question was from that particular document, the constitution and by-laws, as to why they should have—

Trial Examiner McCarthy: That is Board's Exhibit No. 15?

Mr. Reynolds: That is Board's Exhibit 16.

Trial Examiner McCarthy: 16?

Mr. Reynolds: Yes.

A. I asked the question why there should be a division of us workers into, I believe, a plant membership and individual memberships; That I would like to have that stated and explained to me. Of course I also mentioned that we should have a union where evrybody in the plant would belong, you know, into one union.

And the second question was from that card, application card, membership card, application for membership in the Independent Union of Craftsmen, why—

Trial Examiner McCarthy: Is that Board's Exhibit No. 13?

Mr. Reynolds: I believe it is. It is a white card that was introduced here.

Trial Examiner McCarthy: Referring to Board's Exhibit No. 13.

A. The application for membership card.

Mr. Reynolds: Go ahead.

A. There was particularly one sentence there or paragraph, as I understand it, which requires for anyone
576 that signed that particular application to repudiate all their former signatures they signed authorizing anyone from outside to represent him.

Q. (By Mr. Reynolds.) Now, Mr. Bozurich, which line on this card are you referring to on Board's Exhibit 13?

A. Oh yes, here it is. I refer to the following line: "I hereby revoke any and all authorization heretofore given by me designating any other person or organization to act as my representative for the purpose aforesaid."

I read it also at the meeting. That was the second question I asked.

Q. (By Trial Examiner McCarthy.) What did you ask about it?

A. I wanted to know why should they demand from us to sign this application which takes all our previous rights from us. I understood that whatever you signed before with any other organization it takes your rights away and gives them to somebody else. I didn't know what it was all about, so I wanted to get it clear why they demand from us to sign such a card with such a demand on it.

The third question I didn't have a chance to ask, but I had in mind to ask it later on.

Q. You didn't ask it, though?

A. The third one, no.

Trial Examiner McCarthy: All right.

Mr. Reynolds: Don't say what it was then.

577 A. Yes. Well when I was through with my questions—

Q. (By Trial Examiner McCarthy.) Did they give you answers on those?

A. I will come to that.

Trial Examiner McCarthy: All right.

A. When I was through with my questions, from the extreme right of the hall there were several voices, I could judge about seven or eight, something like that "Throw him out, he is a C. I. O. man". Well, I was kind of afraid

probably I will be thrown out, but an overwhelming majority of employes present there, or those who were present there with their silence, I understood that they are not following those who want to throw me out. So I think a few seconds after that the chairman of that meeting tried to quiet those particular people who raised their voice to "Throw him out, he is a C. I. O. man," or something like that, I don't know; then there was again a commotion, you see, and when I was through with my questions again a good portion of the people present there demanded again answers to the questions, those that I put up, that I asked the speaker.

Q. (By Mr. Seyfarth.) You say others asked those or you asked them?

Trial Examiner McCarthy: Just a minute. You will get that on cross-examination.

A. And they also again demanded—

578 Mr. Seyfarth: Mr. Examiner, could I have that answer read? I would like to get it—

Trial Examiner McCarthy: Will you read the answer. (Answer read.)

A. And there was also quite a number of voices demanding a right procedure to be followed in the meeting; that is, give the people a chance to ask the questions and answer the questions, and also demanded to have a secretary there to record—take notes of motions, amendments, or whatever it might be. To these demands for a recording secretary, I distinctly understood and heard the chairman—I don't know his name—he answered, "Oh, no, we cannot have an official record taken here." Now he didn't say why, but simply said "we cannot have an official record taken here." Then again there was continued commotion, and I also then later on stood up and insisted to get answers on my questions. So before I got the answers to my questions the Chairman stood up and said, "We will go ahead and vote on that constitution and by-laws," which was proposed by speaker, and the voices I heard there, many of them, and people began to jump up out of their chairs demanding no vote before discussion and regular procedure, things like that. So the chairman went on and said, "All those in favor stand up" Well a small portion of the crowd got up to vote. But at the same time I noticed a considerable part of those people who were

579 standing up also stand up to raise their voices in opposition to go ahead with the vote before there would be discussion and other things ratified there. Well

I heard the chairman say "Motion carried", and that was all. And I think I said, "Not yet," and other people began to say, "no, no, not yet." So I couldn't get an answer; and other people also demanded, you know, and pounding of the chairs. Some of them would stand up on the chairs demanding, you know, discussion, and all those sort of things, of questions. And then the chairman in that commotion also asked me questions. He said, "I want to know if this particular gentleman who asked the questions from the floor, if he can identify himself as Link Belt employe." Well I stand up and said, "Yes, I am working for Link Belt for one year." It was approximately one year at that time I was working for Link Belt and as a molder in the foundry. And I said, "If you don't believe me, here is my timekeeper." My timekeeper was in the next row right behind me—"You can ask him." So my timekeeper got up and said "Paul is all right," to prove that I am an employe there. Well of course there was laughing there and things like that, and I believe it was Mr. Fred Johnson, I believe he was the one, who a few minutes after that question by the chairman to me, and my answer to his satisfaction, I suppose—oh yes, he said when I answered to him—pardon me—he said, "That is all I want to know." When I identified myself as an employe
580 of Link Belt, then Mr. Fred Johnson got up and said it is right to ask the chairman why he is asking me whether I am an employe of Link Belt, and he said, "Can you prove to me that the speaker of this meeting is an employe of Link Belt?" So then there started a little conversation between the chairman and Mr. Fred Johnson. Well at that particular moment, approximately, the chairman got up and said due to the commotion and demands of the people for discussion and minutes and other things, then the chairman says, "Well we can't do nothing any more tonight; we will have to call off the meeting and call another meeting." So he simply adjourned the meeting, and that was the end of the meeting, to the best of my recollection.

Q. (By Mr. Reynolds.) Now, Mr. Bozurich, did you see anybody present at that meeting that you recognized as a supervisory employe of the company?

A. The foreman, he was right in the next row to me.

Q. (By Trial Examiner McCarthy.) Who was that?

A. It was a foreman on the side floor, a man by the name of Siskauski.

Trial Examiner McCarthy: S-i-s-k-a-u-s-k-i.

A. He was there and I noticed him when he was standing up during the vote for that particular constitution.

Q. (By Mr. Reynolds.) He was one that stood?

A. Yes, while they were motioning to adopt that
581 constitution and by-laws; and there was also, I think, Mr. Kreske, but he wasn't a foreman; he was in the office.

Q. (By Trial Examiner McCarthy.) Office clerk?

A. Yes.

Q. Did you see any other foreman there?

A. No, I couldn't say because I was—

Q. Your timekeeper was there. What is his name?

A. I think his name is Russell Erickson. He also voted. By the way, when I see the foreman Splits I was laughing at him, and I think I said to him, "What a vote; what a vote for industrial democracy, the way you handle it," because it is wrong for the foremen to be present.

Trial Examiner McCarthy: You will have to keep your voice up.

Q. (By Mr. Reynolds.) How many employes were there that night at that meeting? Can you give an estimate.

A. Well to the best of my estimate about 350 or thereabouts.

Q. Now—

A. Including, though, the foremen and timekeeper. There were quite a few women there too.

Q. (By Trial Examiner McCarthy.) What do the women do? Are they clerical workers?

A. I suppose. I don't know by their faces where they came from.

Q. But do women work in the shop?

582 A. No, in the office.

Q. In the office?

A. Yes.

Q. (By Mr. Reynolds.) How many did you see from your department, the foundry?

A. None.

Q. None?

A. I saw none there.

Trial Examiner McCarthy: Women?

Mr. Seyfarth: No, employes.

A. Oh, employes.

Q. (By Mr. Reynolds.) Employes?

A. Well, you see I was at the extreme left of the hall,

and I cannot give you an accurate number, but I did recognize Mr. Julius Robinson.

Q. Did you see anyone else?

A. I seen him when he got up after my questions, and demand from chairman to have a secretary and conduct the meeting in an orderly way. And at that time he turned his face towards me and I recognized him because I was working close to him.

Q. (By Trial Examiner McCarthy.) He was just a worker on the floor?

A. At that time, yes.

Q. At that time.

583 A. Molder, yes.

Q. When the chairman asked for a rising vote, how many people out of the three hundred or three hundred and fifty people there stood up?

A. I couldn't give you an exact figure, but I would say about seventy-five or so, most of them in the back row and a few in the front. Approximately it would be that many, or there abouts.

Q. In other words, seventy-five out of three hundred you think?

A. Yes.

Q. That is about your estimate?

A. Yes. As I said before, among those who stood up were those who stood up to demand no voting and protest against it.

Q. (By Mr. Reynolds.) Now, Mr. Bozurich, was there any discussion about the notice which was posted on the bulletin board that the company had recognized this union which hadn't yet been formed?

Mr. Wham: I object to the form of the question.

Trial Examiner McCarthy: Isn't that correct? The witness testified that he saw Board's Exhibit No. 10, being an agreement dated April 21, 1937, and the witness testified he saw it on the board the following day in the afternoon, and that evening he went to th. meeting he was discussing.

584 Mr. Wham: I know, but counsel for the Board is assuming a fact and assuming a conclusion in the question.

Trial Examiner McCarthy: As I understand, the witness' testimony is to the effect the were at this meeting, which he had described; they were to vote on the adoption of a constitution and by-laws. That was the witness' understanding and I assume that that is—

Mr. Wham: What I am trying to get at is this: I would like to see the Board bring out the facts and not form questions in such a way as to ask for conclusions or have a conclusion in the question itself.

Trial Examiner McCarthy: You may proceed.

A. What is the question.

Trial Examiner McCarthy: Read the question.

(Question read.)

Q. (By Trial Examiner McCarthy.) Do you understand what it means?

A. Yes. No, sir, I didn't notice that. I couldn't say. I didn't notice that.

Q. (By Mr. Reynolds.) You didn't hear any such discussion?

A. No. It was due to the commotion.

Trial Examiner McCarthy: Maybe it never took place.

A. I didn't see that, because I was paying good attention to the things that was going on.

Q. (By Mr. Reynolds.) Did you stay until the 585 meeting was over?

A. Yes, sir.

Q. And did you attend any other meetings of the Independent Union?

A. Yes, sir.

Q. What was the date?

A. I believe it was about June 1, 1937. I believe it was about June 1st.

Q. And what did you do on that day?

A. Well also there was a distribution of these invitations to that meeting.

Mr. Seyfarth: I didn't quite get that.

(Answer read.)

A. (Continuing.) But not among all of the employes, only certain employes would get these particular—invitations for this particular meeting. So one of the employes in that shop gave me a copy, and I took that copy and I went to the meeting. First I went home, then I went to the meeting. Of course I wanted to be present and learn more about it.

Q. (By Trial Examiner McCarthy.) Was that invitation intended for you?

A. The invitation was general, but as I was told, only certain people would get it, you see.

Trial Examiner McCarthy: All right, go ahead.

A. And I went to that meeting. When I walked to
586 the door there I noticed there were uniformed police at the door.

Q. Uniformed police? Does that mean Chicago police, the municipality of the City of Chicago?

A. Sure. And there was also the guard I suppose of that particular union at the door. So I wanted to walk in as usual in the hall, but when I was right in the hall, about a few steps from the door, one of the gentlemen there asked me—he says, "Where do you think you are going?"

Q. One of the gentlemen—was that one of the police officers?

A. No, no, one of the—I suppose a member of that union, whoever it was.

Q. Do you know who it was?

A. I don't know his name. And he asked me, "Where do you think you are going?" I said, "I am going to the meeting." I showed him that invitation card. He looked around, turned around, and there was another table at the entrance of the door, you see, and there was a man with application cards. He says, "Did you pay your fifty cents?" I says, "Pay for what?" He says, "You can't get in without paying fifty cents to join," right there at the door, "to join the union, pay fifty cents admission before you can go into the meeting." "Well," I said, "I am here and I want to listen, and if I will become convinced that this thing is all right, I will join and pay fifty cents," I say, "I wouldn't pay before I am
587 convinced that this is all right." Then he turned me around like that (indicating) and he says "Go out," he says, "before—you caused us a lot of trouble at the last meeting." So I walked out. That is all I can do because they won't let you go in. That is all. Then I stood outside for a while, then I walked home.

Q. Did you see Fred Johnson there?

A. Yes, sir, he was there too; and I think another fellow was there by the name of Bjork, something like that.

Q. Bjork?

A. Yes.

Q. Wouldn't they let him in either?

A. No, neither one of us.

Q. What is his name—B-j-o-r-k?

A. I think so, yes, that is right. Of course may I add

to it that Mr. Johnson, Fred Johnson asked the officer there to go in and find out what it is all about that they are not permitted in; that is, he asked him why we were not permitted in. He said, "We are Link Belt employes, this is a Link Belt employes meeting, and we certainly would like to be present at that meeting." So I think that the officer went in and came out and he said "Well I can't help you boys, you are not allowed to come in." He says something like that. That was all as far as I can remember.

Q. (By Mr. Reynolds.) Now after the meeting in
588 April of the Independent Union did you hear any foreman or supervisory official make any remarks or any reference to the C. I. O. union?

A. Oh yes.

Q. (By Trial Examiner McCarthy.) Who was it?

A. Siskauski.

Q. Splits?

A. Splits, that is right, we will call him Splits. It was I believe on April 27th or thereabouts—

Q. 1937?

A. 1937. I walked to the foundry from restaurant, and as I walked to the foundry there was a group of employes sitting there in the lunch hour and Mr. Splits was part of them. So I stopped there and said "What is the conversation about, boys, is it about the Independent Union of Craftsmen, C. I. O. or anything else?" Then Mr. Splits immediately interrupted—I can't give you his exact words that he said—you must excuse me now—he said, "Shit on the C. I. O." I said, "What did you say, young man?" I said "You are a foreman, and because of that a company man, and you are supposed not to take sides with either union," I said, "You are supposed to be a neutral." And I said, "For those remarks I could report you to the government Labor Board because you interfere with our work with the union." Then he tried to excuse himself. He says, "Oh, I didn't mean to
589 shit on this and that." They were laughing at that time. Then I reminded him that he should be a little more careful. At the same time another foreman was standing by and instantly he approved my stand and he says I was right, that he had no business to but in.

Q. Who was the other foreman?

A. Well I know him as Joe—I mean Charley on the sprocket floor.

Q. Charley what?

A. I don't know his last name, but his name is Charley.

Q. (By Mr. Reynolds.) What department is he foreman of?

A. The side floor, the sprocket floor, molding floor.

Q. What further was said there by you?

A. Well I walked away then. And the same day, afternoon, also the same fellow Splits came to me. It was about, I think about around three o'clock, during the working hours, and he tried to apologize to me for his remarks during the lunch hour. And I told him, I says, "Don't be afraid, I am not that type of fellow to report you to the Labor Board, but" I said, "you shouldn't interfere with the employes' union." Then he went on with his remarks, and thanked me for being so kind, and then he went on with remarks that it would be very bad if C. I. O. would come into the shop. And I said, "What would be bad about it?" I said, "If the workers want it who can stop them?" "Well," he said, "if C. I. O. comes in the company will close the plant." He said, "You see 590 during the depression it was hard to be without a job." I said, "Company can't lock—close the shop because of the union." I says, "That would be considered as a lock-out." And he said, "Who can stop them?" "Well," I said, "the government." He said, "The company runs the plant and not the government." I said, "There is such a thing as government Labor Board here who takes care of those members," and I believe I referred him to—well, to be exact, I read in the paper about a certain company somewhere in New York or New Jersey that due to C. I. O. activities closed their plant and moved the machinery out, things like that, to get away from the union. So I call his attention to that, to the best of my recollection from the newspaper, that the Labor Board takes action; they got company to put machinery back. At least that is the way I understood it so the illustration to him is that we are not afraid of that kind. Then he twisted his lips and said "Oh," he says, "you better keep away from something like that," he says, "and if you want anything it is best to go to boss yourself."

Q. Go to who?

A. The boss.

Q. Who is that?

A. To my boss, that I should go to my boss myself if I want anything. I said, "I am here almost a year

and they never took into consideration to increase my
591 wages on the basis of my work, things like that," I says, "and" I says, "from now on we will try all of us going together." So that was the end of the conversation.

Q. (By Mr. Reynolds.) Now did you ever hear any other supervisory officer of the company or foreman make any remarks about C. I. O. or about unionism?

A. To me?

Q. To you or indirectly in your hearing?

A. Yes. You see it was once during the lunch hour I myself and I think two other employes went with C. I. O. application cards around the foundry to solicit members. That was during the lunch hour, and we got together at the cupola, the furnace where they melt the pig iron and there was there a crane man there, one fellow—

Q. (By Trial Examiner McCarthy.) A crane man?

A. Yes. And I want to sign him to the C. I. O., and he was ready to sign. I offered him if he wants to, and he says, "All right," he says "I heard about it," he says, "All right, I will sign it." So he had already the card in his hand, you see, and from somewhere, I don't know where from, Mr. Skeets came, Mr. Fred Skeets, foundry superintendent. There was a bunch who was there. Then he came and tried to look in the hand of—at the cards that we had in our hands. Of course Marko was the fellow who was also with me having a bunch of cards in his hand.
592 I had mine, so I turned them so he can't read it and this same fellow that we were about having his application, when Skeets came he folded his card and put it in his cap and says, "I will see you later on." So when Mr. Skeets came in, that was that time when he came there and I believe Mr. Marko was there too. Then he came there to us and he says, "How are you doing, fellows?" Well, Mr. Marko answered and said "Pretty good." And in the form of a joke Mr. Marko said, referring to another crane operator there by the name of Frank Kolar, he said, "Fred, put a word for this fellow in"; in other words, encourage him. I think that was the joke. And Skeets just turned around and said "Shit on that stuff." And this fellow we were referring to—Marko was referring to, give him a cigar and went away. That was one occasion.

Well it was once again—I do not know exactly the date, but it was next day following that, after the mass meeting which was organized or arranged, rather, by C. I. O. in

the city for John L. Lewis—that was, I believe, in the fall some time—right the next day, the following day we just started to work, probably one hour from the time we start to work, Mr. Olson, my foreman, and general foreman in the foundry, he came to me there and joking, things like that, and he said, "Ugh, there is your John L. Lewis," he says "Where was he last night?" referring to the fact
that John L. Lewis did not appear at that meeting to
593 speak at that meeting. I don't know why, but he
wasn't at that meeting. He said, "That shows that he don't care for you fellows, but only looks for your money." And I said, "I don't know about that." So Mr. Olson tried to continue the conversation, but I went on with my work, and said, "I don't know nothing about that." And that was the end of it.

Q. Now do you remember anything that happened on November 9, 1937?

Trial Examiner McCarthy: That was the day he was discharged?

Mr. Reynolds: Yes.

A. Yes. It was about 11 o'clock in the morning, of course during the working hours. Mr. Russell Erickson, the timekeeper, the foundry timekeeper, our timekeeper came to me and asked me for to turn over to him all the labor cards, these reports on the job done so far. You see, the labor cards is the number of jobs we would get to work on, and quantity of jobs and things like that. We have to report on that, what was done. And he asked me to turn them over to him with a report on the job done so far on that particular day. Well I asked him—I says, "What is that all about?" He says, "Am I giving you fellows a chance to kick me?" He says, "You have to see Skeets about it." I let it go at that. I turned the cards over to him.

Q. (By Trial Examiner McCarthy.) You say 594 Skeets. That is Fred Skeets?

A. Yes. He told me to see Fred Skeets about it. So he went away, and during the lunch hour of course I began to feel that I will be discharged, or whatever you might call it, and I went to see some of our fellows in the plant to notify them that I am going and that they should not lose the spirit, their union spirit. And I also went to see Mr. Julius Robinson, known as the plant steward for the Independent Union of Craftsmen, and I told him the story too. Well he answered to me. He said, "Paul, I don't care very much about other fellows, but" he said, "I

hate to see you go." Then he said, "They are going to cut you fellows' heads off, then there will be a lot of heads going down here as far as we are concerned too." He said, "We are too much." Then he asked me—he said "Why did they want complete reports from you?" I said, "I don't know, that is a matter of record to show that that particular day what amount of jobs I put up." Then he says, "I know, they want to pile up on you something in case if they need it." I said, "There is nothing to pile up on me because no one complained about my work before, and it was all right."

Q. Did you say Robinson was known as the shop steward for the Craftsmen?

A. Yes, sir. So about around, I believe, two-thirty or three o'clock in the afternoon Mr. Fred Skeets, foun-
595 dry superintendent, came to me and he had a little slip of paper in his hand with two names and check numbers on that slip. I just remember they were written with hand. Then he came to me and said, "Paul, I am sorry that due to slack times," he says, "not much work now to do, I will have to lay you off." He said, "I hate to do it, but" he said "my boss—it is an order of my boss to reduce the force in your department, and" he said "you and"—referring to another fellow there on the slip—"you and this fellow here, Gus," a molder also, "are the youngest in your department here, and" he says, "You are the one to be laid off first." Well I said to him then, I said, "What about other fellows?" I said, and pointed out the side floor and bench floor, I said, "You see, Fred, you see you shall follow this in order." I said, "Is there anything wrong with my job?"

Q. Wasn't he following seniority when he said you and Gus were the youngest men in your department?

A. I will come to that. So I asked him—in the meantime I says was there anything wrong with my job. He says, "There is nothing wrong with your job, Paul," he said, "Your job was to the fullest requirements and satisfaction to me, but my order is to reduce the force in your department, and" he said, "you two fellows are the youngest, and I have to let you go." So I pointed out to him—oh yes, then I said, "Well, listen, Bill, how is it now you consider my floor where I work, you consider it a
596 department?" I said, "You know that the foundry as a whole is considered as a department." I said, "For the sake of argument I will admit to you that there

is another distinction of work in the foundry between core makers, molders and chippers, you know, but" I said, "I never knew of dividing the molding floor into so many departments." "Well," he said, "that is my order from my boss," he says, "I can't help that." Then he added to it and he says "Every foreman is considered operating a department." Well I said to him, "You know," I said, "if you haven't got no work for me on this floor, because I am here over many of those employes on the side floor and bench floor, why don't you shift me over there?" And I says "Lay off those fellows who are very much younger fellows than I am and" I says "also you know many of them they are not molders, they are just try to learn the practice." I says, "So far as quality is concerned of work, I can tu[illegible]t work out, do all the class of work." And I said again, "What about the steel floor?" At that time I was working on the gray iron floor. And he said to me, he said, "There is nothing doing," he says "I know you can do work on the steel floor, there is nothing to it, but" he said, "that is considered another department." And I laughed, you know, laughed at it. He says, "Well that is order from my boss" again.

Q. What did he mean by that? Explain that more fully what he meant by that, "That is my order."

597 A. Well he said—that is what he was telling me, that was his order from his big boss.

Q. Who was his big boss?

A. Well, he didn't answer that. I don't know. He said "The big boss." He didn't mention the particular name. He said, "That is the order from my big boss to reduce the force in the department and lay you off," and also "It is an order from the big boss to divide the foundry into so many different departments." Then I pointed out to him, I said, "A short while ago there were a number of young fellows here working on this floor, and" I said, "now prior to this when you laid them of," I said, "you shifted them to another floor." I says "Why did you shift me over there too?"

Trial Examiner McCarthy: Just a minute, Mr. Bozurich. You have been in several of the foundries working since 1916?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) Did you ever see that kind of a division before?

A. Sure.

Mr. Reynolds: I don't think he understands that question.

Q. (By Trial Examiner McCarthy.) Do you understand what I mean? In your experience what is the common practice in the steel business, in the foundry business? Is it common to divide the foundry up into a lot of divisions or departments, or is it one department?

598 A. It is one department, you see, but the men who work as molders are just divided according to the size, approximately the size of work they work, because if there is a heavy job to be done there is a floor for that particular kind of work or line of work. If it is small, for the sake of convenience it is usual to have people or molders that work on the squeezers and bench work and things like that, because if you have a big heavy mold next to him there is too much confusion.

Q. But it is all molding work?

A. It is all molding work.

Q. This method of arrangement that Fred Skeets suggested to you, was that a new method?

A. It was a new method in my experience and he didn't want to deny it outside of saying it was an order from his big boss to do so.

Q. (By Mr. Reynolds.) Now can you do all the molding jobs?

A. Absolutely.

Q. Have you done all the molding jobs?

A. I did. To give you an idea, you see when you are molding onto a heavy casting, jobbing work, that is known as a job where the men must be fast and the highest skill possible. And then so far as the smallest work is concerned, you know, in the small standard work it requires less and less experience down to the bench and squeezers. The biggest job is the most complicated job. It re-

599 quires more skill in a man to produce that.

Q. Now, Mr. Bozurich, did you have any idea of how many men were left there after you were discharged, who had less seniority, who started in among the molders after you did?

A. Yes, there were quite a few there. I cannot recollect exactly their names. But, for example, there was a fellow by the name of Stanley on the bench molding, and there was a Joe, I think, Thomas, also a bench molder.

Q. (By Trial Examiner McCarthy.) Just about how many without giving the names?

A. All right, about eight or nine, as far as I know.
Q. And how many men were in the department?
A. On the molding floor?
Q. Molding floor, I guess that is it.
A. I don't know exactly how many, but there was about—let us say about fifty men.
Q. In other words there were about fifty?
A. Seventy-five, we will say.
Q. And you were junior to all of those fifty men except eight or nine, is that correct? I am trying to find out what your seniority status was, what your position was in relation to all of these workers in the foundry department in your line of work.
A. Well as far as seniority rights is concerned, I considered that I had greater seniority over almost a 600 dozen fellows on the molding floor, if not more.
Q. (By Mr. Reynolds.) Over how many?
A. A dozen.
Q. (By Trial Examiner McCarthy.) How many men were on the molding floor—about fifty, you say?
A. I think it is more than fifty at that time, about fifty, seventy-five, approximately that many,—I wouldn't say—including the entire molding floor, about that many. I never took trouble to count all of them, but approximately that. Maybe more.
Q. (By Mr. Reynolds.) Now did you have any further conversation with Mr. Skeets?
A. Yes, sir.
Trial Examiner McCarthy: Let us have a recess for five minutes.
(Whereupon a short recess was taken.)
Trial Examiner McCarthy: You may proceed.
Q. (By Mr. Reynolds.) Mr. Bozurich, what further conversation did you have at the time you were notified that you were through?
A. You mean with Mr. Skeets?
Q. Yes.
A. Well I pointed out to him that he shifted the fellows—I said, "You shifted the fellows you want to hold in the place. Now I am here and," I says, "of course 601 the youngest now, and you will lay me off." I said, "Why didn't you shift me over there?" He said "You was shifted." I said, "I was, but at the wrong time," because I referred to the fact that I was shifted to three different jobs here.

Q. (By Trial Examiner McCarthy.) What jobs were you shifted to? Just what do you mean by that?

A. You see when I started to work, when I was hired I was placed to work at the southern end of the molding floor, the main floor, see? Then about seven or eight months, approximately, later—

Q. What time was that, about?

A. That was about, I believe, in the beginning of 1937, something like that.

Q. Let's say January, 1937?

A. Approximately.

Q. Yes, approximately.

A. I was shifted to the side floor, but under the same foreman, you see. Then several months after that prior to being laid off—

Q. Who was your foreman?

A. At that time it was Bill Murray, whatever his name is.

Q. Morley?

A. Yes, I had different foremen at different times, and prior to the lay-off, approximately two months, I was again shifted back to the main floor where I started, but on
602 the north end, so I referred to the fact that I was on the side floor but shifted again to the main floor.

Q. Were you doing the same kind of work?

A. The same kind of work.

Q. In all three places?

A. All three places, yes.

Q. That is not quite clear to me how the shifting about resulted in making you the youngest man. Can you explain that in a little more detail? We are not familiar with the operation of the foundry so you will have to be pretty specific.

A. Yes. You see when I was hired, I think it was at the time when there was a pick-up, general pick-up of work out in the plant altogether, see? So when I was put to work on that particular floor they call the main floor—

Q. That is the south end you are talking about now?

A. Yes, I was placed there, but in that particular line, you know, on the main floor there was a man there—most of the old men, we call them, that worked there for years, fifteen, thirteen years, things like that—

Q. In the south end or on the main floor?

A. On the main floor all the time, gray iron main floor—

Q. Gray iron main floor?

A. Yes. Then for an unknown reason to me I was, as

I said, in the beginning of 1937, January, thereabouts,
603 shifted to side floor, but I was working just the same on the same line of work and under the same foreman, just shifted over to another floor. There was place provided for me, and of course I made a number of remarks to foreman that it is a spot—dangerous spot to work, and I asked him to be shifted back to the place where it is not so dangerous. Of course almost any minute you never can tell when a load might bump into you, or the molten metal—

Q. Might overturn?

A. Yes. Actually there is a number of cases. You can't stand there; it burns you up. So I asked to be shifted back to the main floor to avoid this dangerous place to work, and inconvenient otherwise. So prior to the lay-off, you see, then I was again brought back, but at a—

Q. In other words, do I understand this: you started in the south end?

A. Yes, sir.

Q. Then you went to the side floor?

A. Yes, sir.

Q. While you were on the side floor did some new men come in and take your place, or just how does that work? Then when you moved back from the side floor to the main floor how did your seniority rights change?

A. Well it changed in the following sense: If I would remain on the side floor, according to Mr. Skeets' own
604 interpretation of the departmentalization, then he had to reduce the force in that particular department where I was, but I worked first on the main floor, and if I would remain on the side floor all the forces that would have to be reduced on the main floor would be the other fellows who were working on that floor there less time than I was. They would be laid off and naturally I would remain on the job. But I was brought back again to the floor and then the other fellows were shifted, you know, the other younger fellows they were shifted to the side floor when I was pulled back to the main floor, and then I remained.

Q. In other words, your coming back from the side floor onto the main floor, you were the youngest man on the main floor at that time?

A. At that time.

Q. I think I see.

A. But the other fellows were shifted over to the side prior to that. So then I says, "You shifted me before at the wrong time."

Q. What time do you refer to? What time do you mean they shifted you at the wrong time?

A. I mean prior to the layoff.

Q. In January—

A. Altogether, you know, all this shifting around. I says "You shifted me around, but at the wrong time, prior to the layoff. Now when you will shift me out I will go altogether out." And he says, "I can't help that." Then when I couldn't convince him, according to seniority rights, and judging by the quality of work I can produce in comparison with those fellows who had less seniority rights and less ability to work, and there was no complaint, by his own admission, to the work I produced, I claimed the right that I should have a break. I said, "Why don't you give all of us fellows a break?" He said, "What do you mean?" I said, "Divide the work hours and the jobs; use this fellow so many hours and the other fellow so many hours." He didn't say nothing to that. So I again asked him, I says, "Well," I says, "Fred, between you and me, is that because I am an active C. I. O. man in the plant?" He said "That hasn't got nothing to do with that." "Well," if that is so, "how do you explain this fact that you are laying me off now and the other fellows are on the job?" Then he said, "Well," he said, "between you and me, we are speaking confidentially as friends," he said, "sooner or later one of the unions will come in, either American Federation of Labor, C. I. O. or Independent union, and I would have to deal with one of these people." Then he said "If I would have my way," he said, "I would rather fire,"—excuse me for expressing it—"those suckers," referring to the southern end of the foundry—he said "I would rather fire some of those suckers down there." What he meant by that I don't know. He didn't go into that. Then of course I again raised the question of seniority rights, and he concluded and said, "I can't help it," he said, "That is the order to me from my big boss; that is all I can do, but," he said, "I will be glad to hire you back as soon as jobs pick up."

Q. Who was Skeets big boss?

A. I don't know. He didn't mention that. Well he is foundry superintendent so I suppose president; he is over the plant, or general manager.

Q. Who is the general manager?

A. Or assistant manager, or something. I don't know exactly. I didn't go into that. Then I asked him, "How soon I can expect to be put back to work?" "Well," he

said smiling, he said, "Well maybe within a week, maybe next month, maybe next year," he says, "who knows?" Then he look at his time like that. He said "It is getting late," he says, "you don't have to work up to the very last hour. Your money will be waiting for you at Stanley's office," the employment manager's office. He says, "You can go a little earlier and wash yourself, and on the way out stop at the employment office and get your money." That was the end of it.

So of course I might add also this, that on my way home I walked to Stanley's office, the employment office, and I walked into Stanley's office and I says "Here I am".

607 Stanley pulled a drawer out and pick up my envelope; that is, pay envelope with slip there to be signed of course, that I received it. So Mr. Stanley asked me—he said—

Q. (By Mr. Reynolds.) Is this Mr. Staskey you are talking about?

A. Yes, Mr. Stanley Staskey, yes. He asked me—he says, "Are you at the same address?" and I said, "Yes, and I will be." "Well," he said, "in case if things pick up," he says, "we will call you back." By the way, at the same time Mr. Berry was there too.

Q. (By Trial Examiner McCarthy.) In Stanley's office?

A. Yes, across the table there. So I immediately made the following remarks: I says to Mr. Berry, I said, "You had no business to lay me off," I said, "You should follow seniority rights." Then Mr. Berry raised his hand and said, "Oh, we follow seniority rights." I said, "The hell you do." I said, "Look at all the fellows in the place in the foundry while I am out." Then Mr. Stanley Staskey says, "Didn't Skeets explain to you everything?" I says, "He told me certain things, but that was not an explanation." In other words he did tell me, but he didn't explain to me. So I pick up my money and went home. That was the last day.

Q. (By Mr. Reynolds.) Were you called back to work at any time after that?

A. No, sir.

608 Q. Did you go back to the plant at any time to see about going back to work?

A. Yes, on a number of occasions I went to see Mr. Berry. On the first occasion, I think it was approximately about November 22nd or 23rd, something like that, in that way. Our union grievance committee, C. I. O. union grievance committee took me to Mr. Berry's office to complain

to Mr. Berry about my being laid off and some other fellows disregarding the seniority rights. That was the first occasion when the committee took me there on my behalf and other fellows too. Louie Salmons, our president, was the spokesman for our committee at that time.

Q. What took place?

A. Well, to my recollection at that meeting, they came into Mr. Berry's office, and Mr. Salmons told him that we came there to submit our complaints that the C. I. O. fellows are laid off, disregarding seniority rights, and I think Mr. Berry answered that the company—the management is following the seniority rights, and then that he wouldn't have nothing to do with us as a C. I. O. group there who came down there. So Mr. Salmons said, "You don't recognize our group, our union?" And Mr. Berry said, "No. I won't have nothing to do with you fellows." Well, we walked out. Approximately that is all that took place there.

Q. Did you go back again later?

609 A. What?

Q. Did you go back later?

A. Yes, sir. Then the second time I went on my own initiative without any committee. I went myself there to Mr. Berry. I think it was about December 29th, approximately thereabouts. I went to Mr. Berry's office, and we were alone in that office, outside of the fact the doors were open, and when I closed that there was another gentleman sitting there at the table. I don't know who it was. So Mr. Berry said—well, you know, in other words—"What did you come here for?" I said, "Mr. Berry, I came here to ask you to put me back to work on my job." "Well," he said, "we haven't got nothing to do; we will still have to lay the men off." "Well," I said, "I heard that the man, the molder who was laid off with me by the name Gus," I said, "he has much less seniority rights than I have and much less molding ability than I have actually, because he just started to practice," and I said, "You know I know the job well; that is my line of work since 1916," I said, "and I heard he is back to work already," I said, "I think I am entitled to be put back to work before he is, he having much less seniority." But Mr. Berry started to mark it down, and he says, "Do you know his name?" "I know his name is Gus." So I asked Mr. Berry, "Is there anything wrong in my record with the company?" He said, "Paul, there is nothing wrong with your record in
610 the company," he said. He said as soon as jobs will pick up I will be back. Then again I referred to the

fact that there were fellows with less seniority rights on the job, and this man who was laid off with me, he is back already on the job, I think the next week or so, and I says, "How do you explain that?"

And I also said, "Well," I says, "that probably I made a mistake because I was very frank in the plant, you know, for my union, talking to the fellows and things like that."

Mr. Berry denied that has anything to do with that. He said, "For Christ sake," he says, "I hope all would be as frank as you are." So again I called his attention, you know, to this fact, that the fellow was put back to work and other fellows are working there with less seniority rights, less ability to work. Then he said, "Paul," he says, "straighten up your facts right."

I says, "Mr. Berry, I am not here for the facts that you have in mind." "Well," he says, "I have experience with those people," he says, "I know."

Then I says, "I am interested to get my job back, I am not interested in any other facts." That is my own opinion, probably Mr. Berry thought I was trying to get something, so I said, "Here, I am not here for the facts, but I want my job." Then he said, "Christ," he says, "apparently you are not here for facts."

Well then he told me that if I am interested, to come 611 around, see?

Q. (By Trial Examiner McCarthy.) You were already there.

A. No, again, to come back again, and I told him sure I am interested in it. He said, "Paul, if you are interested, come around"; meaning come around again. So I says, "All right, I will be back again." And then it was about in the middle of January I went again, and at that time Mr. Berry was not in the office building; at least his switchboard operator told me that Mr. Berry is in the plant. So I took a seat right in the lobby to the office and was waiting there. Then Mr. Berry came in and took a seat at the table. I was sitting on the chair. I says, "Mr. Berry, it is the same old story; I came here to ask for my job back—

Trial Examiner McCarthy: Keep your voice up.

A. —and Mr. Berry simply said, "Not a chance."

Q. (By Mr. Reynolds.) Is that all the conversation you had?

A. And he added to it that they would still have to lay men off. And I think he also mentioned there that they didn't sold any castings and other work; that there is no

work. Well then I walked out. That was the last time I asked any one about the job, because it was useless.

Q. Have you spoken to him since that time?

A. Yes.

Q. When?

A. That was, I think, on the 3rd of this month, but
612 that was another occasion. That time I was distributing leaflets or handbills inviting the employes to our union meeting. I distributed these handbills at the front of the gate, at the main gate. So while I was distributing the handbills, Mr. Berry walked across the street from the office building toward me where I was distributing these leaflets and he says, "What the hell are you doing here?" And I handed to him a leaflet. I said, "Take a look."

So he took that leaflet and he laughed and he said, "What is this going to be, a menstruation meeting?"

And I said—I went on with my work and I said, "It remains to be seen."

I passed the handbills to the employees. So a minute or so later he said, "Would you let me in?" meaning to the meeting.

I said, "Oh," I said, "we are quite liberal minded people; we might let you in but we ask you first what the hell you want to do."

Then later on he walked through the gate into the plant, or wherever he went, I don't know, then again turned back and says, "Would you let me in in the meeting?" There was a bunch of employes there.

I said, "We will let you in but we will ask you what the hell you want there."

Q. (By Trial Examiner McCarty.) Ordinarily the
613 bosses aren't eligible for membership in a union, are they?

A. Not in our union.

Q. What else happened? Any other thing that is pertinent to your discharge?

A. That was all.

Q. (By Mr. Reynolds.) Now, Mr. Bozurich, how much money were you making at the time of your discharge?

A. You mean hourly rate or weekly or—

Q. Yes, what was your hourly rate, and how much did you customarily make a week?

A. For 45 hours I would average approximately $29 a week. That would give you an average of 62 or 65 cents, I don't know exactly, an hour, at that time, but of course

that was in the very late months when I was discharged, but there was a gradual increase.

Q. (By Trial Examiner McCarthy.) How much did you get when you started?

A. I think it was about fifty cents an hour.

Q. Fifty cents, then they raised you to sixty-five?

A. It went to about sixty or sixty-five.

Q. Sixty or sixty-five?

A. Yes, something like that.

Q. (By Mr. Reynolds.) Since you were discharged on November 9th have you had any other work?

A. No, sir. I tried but I can't locate any.

614 Q. You have applied at several places?

A. Oh, yes. I even went to the extent—to the State Employment office and tried to get something there. I could not get anything.

Q. How have you been getting along? I mean, how have you been living since then?

A. Well, I had a few dollars saved, so I did the best I could, and it lasted about three months. I haven't paid any rent to the landlady. I still owe the rent. And about March 8th, I believe, I was put on relief. I applied for relief about two weeks prior to that. I was put on relief and I am on relief now with the promise that I might get a W. P. A. job.

Q. Now, Mr. Bozurich, would you like to have your job back?

A. Absolutely, I will do my best effort to get it.

Q. Now during the course of your employment at the Link Belt Company after the Independent Union was recognized did you ever observe activities of that union as far as the collection of dues?

A. Absolutely yes.

Q. Who did you ever see performing that function?

A. Well, as I stated before, it was a Mr. Kovach, then also a Mr. Russell Erickson.

Q. Did either of these two men ever ask you for any dues for the Independent Union?

615 A. Yes, sir.

Q. (By Trial Examiner McCarthy.) Were you a member of that Independent Union?

A. No.

Q. Collections about what?

Mr. Reynolds: I was asking him if anybody asked him to pay money in the Independent Union.

Q. (By Trial Examiner McCarthy.) As I understand you to say, Kovach and Erickson asked you?

A. To join.

Q. He is asking about collections.

A. And also collection of dues.

Q. Why would they ask to collect dues if you didn't belong.

A. I will come to that. I think it was around about the 26th or 27th of April—

Q. What year?

A. 1937, outside of Mr. Kovach and Mr. Skeets, Russell Erickson, the timekeeper, he came to me with a narrow strip of paper with employee's check numbers on that particular strip of paper, and he came there and rolled it up and said "Well, Paul, there is your number too, you are to sign." I says, "Sign for what?"

He said, "For joining Independent Union of Craftsmen."

I said, "I don't want to join a union that tried to throw me out and even won't let them explain the things that 616 I was asking at the meeting, and things like that."

Then he said, "Well if you know what is good for you, you better sign."

"Well," I said, "what do you mean by 'good for you'"?

He says, "You know what is going to happen to you fellows."

So I turned him down. I said, "No, I won't sign." Then I think it was after June 1st; it was about June 2nd or 3rd, 1937, again Mr. Russell Erickson came to me during the working hours also and insisted that I should pay fifty cents. I said, "For what?"

He said, "For initiation to join the Independent Union."

I said, "I told you once I don't want to join." And I also added, I says, "What is the big idea?" I said, "You go around the plant with that strip of paper, check numbers, and force the people to sign, and you know damn well that the people," meaning employes, "here don't want that union; they know that it is company union."

He said—excuse my expression—he said, "Fuck the people; what does the company care what the people think? The company wants to show to the government that it has a majority of employes." He said, "It is the company that gives you the job and not the government or the Labor Board," along that line.

Mr. Seyfarth: May it please the Examiner, I would like to object to this testimony as highly improper and immaterial.

617 Trial Examiner McCarthy: It is very material, and it is what Erickson, the timekeeper said. You may proceed.

Mr. Seyfarth: It tends toward letting this witness try to argue the case from the witness stand.

Mr. Reynolds: I don't think so, if the Examiner please. He is telling what Erickson said.

Trial Examiner McCarthy: You can put him on and he can give his side of the story.

A. So we had a little argument there about it. He tried to force me to sign, and I gave him my idea about it. And there was a bunch of employes there around us too, who heard our conversation.

Q. (By Mr. Reynolds.) Do you remember who any of them were?

A. I don't know their full names, but I know there was Louie Spegel, he was there I know. Then I think was his helper by the name Joe. Then there was also a fellow by the name, I think, Charlie. He works on big sprockets there. Then there was another young lad. If he would be here I can show you. He is in the plant. Then there was also a fellow by the name of Albert who worked right there next to me. I don't know what his last name is.

Q. Albert?

A. Albert. And then there were a number of other fellows. I didn't took a good look at them. So they were laughing, and Erickson made those remarks, and things
618 like that, and then later on we disbanded and he went away.

Q. (By Trial Examiner McCarthy.) Did you pay him the fifty cents at that time?

A. No, sir, I flatly refused.

Q. (By Mr. Reynolds.) Did anybody else try to collect any money from you at any later time?

A. Yes. Then I think it was before the quitting time, usually at the end of the day's work, the molders, whatever job we would finish, we are supposed to take the patterns back to the place where it is provided for them. And there was Mr. Kovach again waiting for me there at the entrance to the foundry building—office building, and he said, "Paul, come here." He had a little booklet, a note booklet in his hand.

I says, "What do you want?" Of course I already knew what it was. He said, "Don't you want to pay your dues?" I said, "What do you mean, paying the dues?"

He opened up that little book with my name on. He said.

"There is your name," he said, "and you didn't pay the dues so far."

I said, "What is the matter, young man? I never signed for the Independent Union either on the first sheet or the application card," I says, "I never signed. How does it happen you have my name written on the membership list of the Independent Union of Craftsmen?"

"Well," he says, "I don't know who put it there, but
619 there it is," he said, "with the remark 'signed but refused to pay' ".

And I says, "I will protest against that." I say, "I demand you strike that out. I don't want my name identified with that."

Q. Who was that that had that?

A. Kovach.

Q. Do you know what time this was about?

A. It was about, I would say three-thirty or four o'clock.

Q. On what day?

A. I think it was the 27th of April, 1937.

Q. (By Mr. Seyfarth.) April, did you say?

A. Yes, April 27th. So I refused. Then he said, "Paul, think it over for yourself," he says, "it is for your own benefit to pay the dues."

Well, I refused. Of course then there was the other fellows too.

Q. (By Mr. Reynolds.) Other fellows asked you for money?

A. Yes.

Q. Who asked you for money in the Independent Union after that?

A. Mr. Julius Robinson.

Q. Now when did he speak to you?

A. Oh, I think it was after the month of June sometime he started to go around, and also came to me and asked me to sign the—

620 Q. (By Trial Examiner McCarthy.) June, 1937?

A. Yes, approximately that time. I don't know exactly the date. So he wanted me to sign it and I told him, I says, "I am not going to sign for Independent Union," and he says, "Why?" He was smiling. And I told him—I said, "You know as well as I do that the Independent Union of Craftsmen," I says, "is the company and" I says, "I don't want to join that outfit. Besides I have already selected my union."

I mentioned this union definitely. And I says, "I made up my mind the next month after those events took place

when I was almost thrown out from your fellows' meeting, and the second meeting when I was not allowed to go in."

So then thereafter you see Mr. Julius Robinson would try many times to bring me into the Independent Union of Craftsmen.

So then it was, I think, in the month of—I would say in the month of August, 1937, or so—maybe it was early—it was in the fall, he came to me once with the following demand: He said, "Paul, I have got your membership; it is already made," he said "All you have to do is pay your dues."

I said, "How is that that you have my membership in your union when I never signed, not even an application card? How can you have my membership?"

He took his cap off and he says, "Here it is; all you have got to do is pay; give me fifty cents."

621 I said to him, "Listen, Julius," I said, "I don't want to even look at it and I want you fellows to strike me off that list if you have it on. Who forged my name on that?"

He said, "I don't know, but there it is. Do you want to take a look at it?"

I said, "No, I would be even ashamed to look at it." So he put it back and he said, "I will see you later on." That is what it was.

Then thereafter again on so many occasions he really tried hard to bring me into the union and pay the dues.

Q. That is after June, 1937?

A. Yes, sir, right along.

Q. He is a shop steward?

A. Independent Union. He is the shop steward. By the way, he also invited me a number of times to the meetings, so-called. They had parties, beer and sandwiches after they met, and he says, "Pay fifty cents for the initiation and come down, and have beer all you want and sandwiches, and you will get your moneys worth."

Q. Who pays for that?

A. I don't know. But that was the practice of the Independent Union of Craftsmen; after the meeting you had all the beer you wanted, and things like that. So I never bothered to find out who paid for it, and I continually refused him dues.

622 So on one occasion also there was a member—I think his name is Frank Lubenkoe—

Q. How do you spell it?

Mr. Reynolds: L-u-b-e-n-k-o-e?

A. He is known as a student or junior machinist, what-

ever he is. At least he admitted to me that he is practicing to become general manager of the plant some time. So he met me close to the foundry office. That was about—it was after working hours, and he said, "Paul," he says, "do you want to sign to me, at least, if you won't sign to anybody else?"

I said, "Young man by this time all you fellows know that I am strong for C. I. O. and I am not going to sign for that outfit.

Q. (By Trial Examiner McCarthy.) What time was this, about?

A. It was about—after four-thirty.

Q. About what day of the month, what month of the year?

A. It was about the month of May, I think it was, something like that.

Q. 1937?

A. 1937. So I told him, I says, "How is that," I says, "that you are going around?" And he said, "Listen, Paul, don't get mad at me," he said, "I hope the C. I. O. wins," he says, "but you know how it is, I am attending the school of the company."

623 Q. The company's school?

A. Yes. And he said, "If I don't do it I would get a rotten deal, so" he says, "I just go around. I don't care whether you sign or not." And that was that. Then of course was—

Trial Examiner McCarthy: That is enough.

Mr. Reynolds: I believe that is all.

Mr. Seyfarth: Can we have a short recess?

Trial Examiner McCarthy: All right, five minute recess.

(Whereupon a short recess was had.)

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Bozurich, your conversation with Frank Lubenkoe was in May of 1937?

A. I think it was in late part of May, something like that.

Q. You refused to sign up with the Independent at his request?

A. Yes, I did.

Q. Did you then talk about the virtues of the C. I. O.?

A. How?

Q. Did you talk about the virtues of the C. I. O. at that time?

A. To him?
Q. Yes.
A. No, outside of the fact that I already made up my mind to stay with C. I. O. and I won't sign.
624 Q. (By Trial Examiner McCarthy.) What the attorney wants to know is did you tell Lubenkoe how good the C. I. O. was?
Q. (By Mr. Seyfarth.) Let me put it another way. Did you speak to Lubenkoe in favor of the C. I. O. or against the C. I. O.?
A. I didn't answer him nothing at all in favor or against, outside of the fact that I made up my mind to stay with C. I. O.
Q. (By Trial Examiner McCarthy.) You told Frank that?
A. Frank Lubenkoe.
Q. (By Mr. Seyfarth.) You were going to stay with C. I. O.?
A. Yes, sir.
Q. In other words, you were with C. I. O. before that time?
A. I joined prior to that time, yes.
Q. You joined prior to that time?
A. Yes.
Q. Didn't you state on your direct examination that you didn't join C. I. O. until May 15, 1937?
A. I meant—I beg your pardon, that was in the middle of March, 1937.
Q. You want to change your original testimony?
A. Oh, yes, I mis-stated it.
Q. (By Trial Examiner McCarthy.) March what? Do you recall the day?
A. I think it was the 13th. I think it was March
625 13th. Yes, I want to correct that. Thank you.
Q. (By Mr. Seyfarth.) So instead of it being May 15th it is now March 13th, 1937, that you joined the C. I. O.?
A. Yes, that was the time when I filled out my application.
Q. Are you now in a position to state, Mr. Bozurich, that you went to the meeting of the Independent and asked questions regarding that organization on the 22nd of April, 1937?
A. Yes, sir.
Q. And at that time you were a member of the C. I. O.?
A. Yes, sir.

Q. What was your purpose in attending the meeting?

A. Well, I signed for—filled out the application for C. I. O., but that is as far as I went. I signed application and turned it in. But yet I didn't see no organization already in effect getting ahold of the plant to be in the plant as a union operating for the help of their employes, and in the meantime another union came in at the same time approximately a little over a month later, and I was interested to see what other union is coming in and there was people invited to go there; that is, the employes. Well that was in the first stage of the days of my application that I turned in to the C. I. O., and I wanted to be clarified on this new union. The impression was that there was another union above the C. I. O. coming in.

Q. Are you now trying to reason why you went
626 to the Independent meeting on April 22, 1937, was to get enlightenment on labor union matters as they existed in the Link Belt plant at that time?

Mr. Reynolds: I object, if the Examiner please, the witness' testimony stands, and whatever it means will show in the record.

Trial Examiner McCarthy: Re-state your question and make it a little more simple.

Q. (By Mr. Seyfarth.) Did you want to derive knowledge of union affairs from the Independent meeting of April 22, 1937?

A. I went there, as I stated before, because this material was handed to me; that is, the proposed constitution and by-laws, and also the application for membership into that union; and as I said, I already signed to join the C. I. O. in that sense, because I turned my application in, but yet then came another union, the drive for another union, and there were certain points which I wanted to clarify to myself as to what sort of union that is that is coming in, who is starting this union again.

Q. What points did you want to clarify in your own mind, may I ask?

Trial Examiner McCarthy: I t really doesn't make much difference what his purpose was?

Mr. Seyfarth: I think it is testing the veracity and showing the character of the witness, may it please the
627 Examiner.

Mr. Reynolds: I object to the characteriation.

Trial Examiner McCarthy: He can test his veracity all right, but it seems clear to the Examiner that he was

kind of feeling his way along there for a little while, according to my notes.

Mr. Seyfarth: He was feeling his way along to the extent that he got into the meeting and asked some very pertinent questions which seems to indicate he knew what it was all about.

Trial Examiner McCarthy: That is obvious from his testimony, but he was eligible for membership in the Craftsment's union, was he not?

Mr. Seyfarth: Yes.

Trial Examiner McCarthy: I think the Examiner will sustain the objection.

Q. (By Mr. Seyfarth.) Did you feel, Mr. Bozurich, that you could be clarified by asking a question at the Independent Union why it was that the Union was taking the man's rights away?

Trial Examiner McCarthy: Are you referring to Board's Exhibit 10?

Mr. Seyfarth: Yes.

The Witness: Will you repeat your question?

Mr. Seyfarth: Will you repeat the question, Mr. Reporter.

628 (Question read.)

A. If I understand that question rightly, of course I felt that I should get the subject clarified on this point also, because it was more or less in a general term, that particular paragraph, where it was—where it refers to repudiation of previous signature, that an employe who would sign—that is, the previous signature, whatever we signed, authorizing a person or persons—

Q. (By Trial Examiner McCarthy.) This testimony relates to Board's Exhibit No. 13?

A. Yes.

Q. Is that the card that you refer to?

A. Yes, sir. So when I read this particular paragraph, well I understood that anything anyone signed prior to that it takes his rights away whether it refers to one organization or another, or in general.

Q. (By Mr. Seyfarth.) In other words, you didn't want to be put in a position of relinquishing your rights in the C. I. O. if you joined the Independent Union?

A. No, sir, that wasn't my idea.

Q. What was your idea?

A. Well, my idea was to get a clear answer from the speaker on that point. He never answered, and I still don't know what the idea was, what they had in mind to

explain, but it was my desire to know what was meant
629 by that, what is meant by that by those who printed and issued this particular membership card. So I never had an answer, and that is how it stands.

Q. That was the reason for your asking the question?

Trial Examiner McCarthy: It is pretty clear now that the witness is a C. I. O. member and he was obviously more interested in that organization than he was in the Craftsmen. The whole line of his testimony shows that.

Mr. Seyfarth: If that is thoroughly understood I have no interest in further pursuing this subject in cross-examination.

Trial Examiner McCarthy: I think that is pretty clear in the record.

Q. (By Mr. Seyfarth.) Who did you work for before you were employed by Link Belt?

A. International Harvester.

Q. How long did you work for them?

A. About six months or so.

Q. When did you start working for International Harvester?

A. When?

Q. Yes.

A. Oh, I think it was in 1935.

Q. Who did you work for before that time?

A. No answer to that question.

Q. Don't you want to answer the question? Answer yes or no.

630 A. No.

Trial Examiner McCarthy: What is the purpose?

Mr. Seyfarth: I don't hear an objection, may it please the Examiner, to the question.

Trial Examiner McCarthy: The Examiner wants to know.

Mr. Reynolds: The Examiner is asking what is the purpose of it.

Mr. Seyfarth: I want to get something of this witness' background. I think I have a right to find out where he was employed.

Mr. Reynolds: I object on the ground that it is immaterial.

Mr. Seyfarth: Furthermore he testified as to the way other foundries are run, and I would like to know what the foundries were and what he did in those foundries.

Trial Examiner McCarthy: He worked in other foundries since 1916.

Q. (By Trial Examiner McCarthy.) What other foundries did you work in since 1916?

A. Well I worked in quite a few of them.

Q. Was it a foundry—did you work in the foundry department of the International Harvester?

A. Yes, sir.

Q. Have you been a molder since 1916?

A. Yes, sir.

Q. Did you ever belong to any other organiza-
631 tion—what evidence have you that—they apparently question the fact that you have been a molder since 1916.

A. The only evidence I could have is the reference to the company I was working for, as I did submit my reference before I was hired by the Link Belt; I submitted to them a reference where I was working as a molder.

Trial Examiner McCarthy: Have you got a copy of that application?

Mr. Seyfarth: We haven't got the application here. I still think that I have a right to go into where he was employed.

Trial Examiner McCarthy: It is already in your possession, isn't it?

Mr. Seyfarth: No, sir.

Mr. Reynolds: In the answer of the respondent here there is no question raised whatever about the ability of this witness. The only defense is that he was laid off because of lack of work.

Mr. Seyfarth: I don't see why the witness should refuse to answer a perfectly simple question.

Trial Examiner McCarthy: He might have some reason.

Mr. Reynolds: Because there is no material purpose for it.

Mr. Seyfarth: The witness must have some other rea-
son for it than its immateriality, and I would like to
632 know what it is. He has gone into great detail here about his experience as a molder.

Mr. Reynolds: I beg your pardon.

Trial Examiner McCarthy: Only, as I understand it, only in connection with this respondent's plant, and he says he has been a molder since 1916.

Mr. Price: He also testified as to how the plants were run.

Trial Examiner McCarthy: Yes, he did make a refer-

ence to that insofar as the departmentalization of the foundry was concerned.

Mr. Price: We are entitled to find out about that and to know what his experience is.

Trial Examiner McCarthy: Haven't you got a copy of his application?

Mr. Price: We haven't got it here. Can't he tell us? It will take about two minutes to tell us where he worked.

Mr. Reynolds: I object to the participation of counsel—

Mr. Price: It will take him about two minutes to tell us.

Mr. Seyfarth: I would also like to know what the make-up of the departments were in these other plants. It certainly is not going to appear on an application for employment, and I again make my request that the question be answered.

Q. (By Trial Examiner McCarthy.) Can you
633 name two or three places that you worked?

A. Yes.

Q. Here is the point: I asked you in connection with the shifting of these men around and the departmentalization, whether it was the practice in other plants where you had worked, and in a way you are an expert witness on this particular phase. In other words, I would say you were a fairly good expert because of sixteen years in the business, as I asked you whether it was your experience in other plants where you had worked that they treated the foundry department as one department. Now if there is no reason why you don't want to answer that it would be helpful, but if you don't wish to the Examiner will sustain the objection to your testifying.

A. There is a reason why I should not answer.

Trial Examiner McCarthy: Then the Examiner will sustain the objection.

Mr. Seyfarth: And the respondent asks for an exception to that ruling.

Trial Examiner McCarthy: It will be granted.

Mr. Seyfarth: Now I would also like to ask the witness to name each place, each company where he has been employed since 1916, and the dates.

Trial Examiner McCarthy: The Examiner just sustained the objection to it.

634 Mr. Seyfarth: That was one. The question was directed at where he was employed prior to the International Harvester.

Trial Examiner McCarthy: You are trying to cover

the period from 1916, and the objection is sustained to the whole line.

Mr. Seyfarth: And may the record note my exception to the sustaining of the objection?

Trial Examiner McCarthy: Well, I suppose you can bring his application card in. He says he gave you references.

A. Yes, I did.

Trial Examiner McCarthy: In other words, it is in your possession; part of the information is in your possession.

Mr. Seyfarth: Yes, but what he did at those various places of employment is not in our possession.

Trial Examiner McCarthy: If he refuses to answer the weight that will be given his testimony as to the departmentalization will be very limited, won't it?

Mr. Seyfarth: I don't want to vouch for this witness as an expert on departmentalization of foundries. I don't think he is a qualified witness, and I don't think it would be proper to direct any questions towards him on that subject.

Trial Examiner McCarthy: Well, if it is true that he worked in foundries for pretty near twenty years he would be competent to testify as to what the conditions were.

Mr. Seyfarth: It all depends, if the Examiner please, upon what kind of foundries they were. I presume there are a number of different types and kinds of foundries.

Trial Examiner McCarthy: I suppose there are.

Mr. Reynolds: Why don't you ask him if you want to know?

Mr. Seyfarth: I have asked him for the names and he won't give them.

Q. (By Trial Examiner McCarthy.) The type and kind of foundries, were they similar foundries to this?

A. Yes, sir, gray iron and steel foundries.

Q. Gray iron and steel foundries?

A. Yes, sir.

Mr. Seyfarth: I renew my request that he be ordered to answer the questions that I put to him.

Trial Examiner McCarthy: I don't know what the reason is why the witness will not answer, but it is not particularly germane. It lessens the weight of his testimony on that score. The Examiner sustains the objection. You may proceed.

Q. (By Mr. Seyfarth.) Were you ever affiliated with any union in your other places of employment?

A. I refuse to answer that question.

Mr. Seyfarth: I request that the Examiner order the witness to answer the question.

Trial Examiner McCarthy: What bearing has that on this case?

Mr. Seyfarth: It has a bearing on the antecedents
636 and the background of this witness, which is material in any proceeding, may it please the Examiner.

Trial Examiner McCarthy: He had a right to join either one of these two unions. He joined one of them, and it would seem to the examiner you would be limited to the point where he joined an organization. He might have had antecedents that had no bearing on this case at all.

Mr. Seyfarth: Those are my reasons for asking the question. I take it there is an objection to the question and it is sustained?

Trial Examiner McCarthy: The attorney doesn't have to interpose an objection.

Mr. Seyfarth: I would like to enter an exception.

Trial Examiner McCarthy: It is granted.

Q. (By Mr. Seyfarth.) I call your attention to the 20th of April, 1937. You testified that on that date one Frank Lackhouse came to you with a petition, is that correct?

A. Yes, sir.

Q. And Lackhouse asked you to sign it?

A. Yes, sir.

Q. Who was present at the time?

A. No one outside of me and him. I was working.

Q. Where did the conversation take place?

A. Where?

Q. Yes.

637 A. Right at the place of my work.

Q. Was it in front of your particular machine?

A. It wasn't a front. It was right there where I work. There is no front or back, of my place.

Q. For the purpose of the record can you describe the place where you worked a little more fully?

A. Well at that time I was working on the side floor, you see.

Q. On the side floor?

A. Yes.

Q. What time of the day or night was it?

A. It was I think the early working hours of the afternoon.

Q. Did he at that time make any references as to who he meant by the words "they"?

A. No, sir.

Q. I call your attention to the next day, April 21, 1937. You testified that Zenon Petrowski, a molder on the steel floor, came to you with a similar document and wanted you to sign it. Was anybody present besides you and Zenon?

A. No.

Q. Where did this conversation take place?

A. Right at the place of my work.

Q. Where?

A. Right at the place of my work.

Q. At the same place where you had the conversa-
638 tion with Lackhouse?

A. Yes, right at the place where I was working.

Q. What time of the day or night was that?

A. I think it was around about three o'clock or so in the afternoon, during working hours, something like that.

Q. Now on April 27, 1937, you testified that on that date Kovach asked you to join the Independent?

A. Yes, sir.

Q. Who was present?

A. No one outside of him.

Q. (By Trial Examiner McCarthy.) Where did it take place?

Q. (By Mr. Seyfarth.) Where did it take place?

A. Right at the place where I was working.

Q. What time of the day or night was it?

A. I think it was afternoon.

Q. Do you know what time in the afternoon?

A. I think it would be around about three or four o'clock, something like that.

Q. Did you recognize any of the women who you stated were clerical workers?

A. No, I don't.

Q. Do you know any of the women by name?

A. No, sir.

Q. Do you recall seeing the woman before?

A. No, because they are not in the foundry, and
639 I didn't bother to look the women over.

Q. For all you know they might have been onlookers?

A. As far as I am concerned, I can't say yes or no.

Q. Very well. You referred to Mr. Bjork as trying to gain entrance to the meeting of the Independent? Do you know Mr. Bjork's first name?

A. I think it was—I believe it was Donald.

Q. Was he an employe of the Link Belt Company?

A. Yes, sir, sure.

Q. You testified to a conversation held on April 22, 1937, with one whom you designated as Splits.

A. Yes.

Q. And you stated that the conversation was near the foundry. Will you tell exactly where the conversation took place?

A. You say near the foundry?

Q. Yes.

A. I says in the foundry.

Q. Whereabouts in the foundry did the conversation take place?

A. On his floor.

Q. What floor is that?

A. Side floor.

Q. Was it near any particular machine?

A. Yes.

Q. What machine?

640 A. It was the second machine from the foundry office south.

Q. Who else was present?

Trial Examiner McCarthy: What day was this meeting?

Mr. Seyfarth: April 22, 1937.

Trial Examiner McCarthy: Splits or Skeets?

Mr. Seyfarth: He said Splits on this occasion. This is the occasion, if it please the Examiner, when there was some reference made to his reporting him to the Labor Board for a remark.

Trial Examiner McCarthy: I have that Splits on April 27th.

Mr. Seyfarth: April 27th.

The Witness: 1937.

Trial Examiner McCarthy: Where he said, "Shit on C. I. O."

Mr. Seyfarth: Yes, that was on April 27th.

The Witness: The 27th, yes.

Q. (By Mr. Seyfarth.) What time of the day or night did that conversation take place?

A. During the lunch hour, noon hour.

Q. Who was present?

A. Well, there were quite a few fellows.

Q. Name them?

A. Well, I couldn't give their names, but I know them by their faces, and there is one fellow I can name who was present, was Charlie, the foreman of the sprocket floor on the side floor.

641 Q. Would you state that his name was Charles Grinnis?

A. That is about right.

Q. Do you know anybody else that was present?

A. I know the fellows there, but I can't give you their names now, but I can point them out. It is his gang.

Q. Now you testified, Mr. Bozurich, that you stated to Splits that you had been there a year and your pay wasn't increased?

A. Yes.

Q. Well, isn't it a fact that your pay increased from 48 cents an hour on April 22, 1936, to 51 cents an hour on November 2, 1936?

A. Yes, but I referred to the wages other fellows would have which even are not qualified and did not work the class of work as I did. I referred him to that particular instance.

Q. Did you tell Splits that?

A. Yes, sir.

Q. You told Splits that in relation to the other men you hadn't received an increase in pay?

A. Yes, sir.

Q. And you want to add that to your testimony now that you gave on direct examination, is that right?

Mr. Reynolds: I object, if the Examiner please.

Mr. Seyfarth: He didn't qualify it on his direct examination.

642 Mr. Reynolds: If he wasn't asked to qualify it, why should he.

Trial Examiner McCarthy: Objection sustained.

Q. (By Mr. Seyfarth.) And did your pay increase to 54 cents an hour on November 30, 1936?

A. Very likely it did.

Q. And did your pay increase to 59 cents an hour on March 15, 1937?

Trial Examiner McCarthy: I think the witness has testified he started at 50 cents and got 65 the day he was discharged.

Mr. Seyfarth: I should like to show how the pay increased.

A. I mentioned already there was a gradual increase to 60 or 65, and I was laid off.

Q. (By Mr. Seyfarth.) Was it 60 or 65 cents an hour?

A. Either 62 or 65. I don't know exactly.

Q. Now you testified to an incident that happened near the cupola, and it was during the lunch hour, and you went there to solicit members for the C. I. O., is that correct?

A. Yes.

Q. And did you know of the rule at that time forbidding the solicitation of union memberships on plant property or on company time?

A. A rule by whom?

Q. By the company?

643 A. Not to my knowledge, there was no rule to that effect.

Q. You didn't know anything about any such rule?

A. No, sir.

Q. (By Trial Examiner McCarthy.) Was there such a rule?

A. There wasn't.

Mr. Reynolds: I never heard of it.

Q. (By Mr. Seyfarth.) Who was present at the cupola?

A. Well, there was John Balshatis.

Q. Who else was present?

A. Mr. George Lackhouse, cupola tender or furnace tender.

Q. Was that the same Lackhouse that you testified to before?

A. No,—his father.

Q. Who else was present?

A. Then there was Marko.

Q. What is his first name?

A. I don't know his first name, but I know him by Marko.

Q. Who else was present?

A. Frank Kolar.

Q. What did Frank Skeets first say to you when he came up?

A. When he came there he tried to look into the application cards, and he says, "How you doing?"

Q. He said what?

A. "How you done?"

Q. Did he mean, how do you do or what are you doing?

A. In other words, he said, "How you doing?",

644 "How you getting along with getting applications for C. I. O. union?" and Mr. Marko answered "Pretty good," and then in a joking manner he say, to Mr. Marko,

as a matter of fun, he made the remark, "Mr. Skeets put in word," he says, "for this fellow."

So Mr. Skeets then says, "Shit on that stuff," and so on and went away from us. Then in the meantime I see he turned the cigar over to Frank Kolar.

Q. That was the scene. What did he turn over to Frank Kolar, a cigar?

A. A cigar.

Q. (By Trial Examiner McCarthy.) That was all a joke, though, wasnt it?

A. Yes, that was a joke, in the form of a joke.

Q. (By Mr. Seyfarth.) Is Frank Kolar a member of the C. I. O.?

A. To my knowledge, yes.

Q. And he was trying to induce the crane man to join the C. I. O. along with you, wasn't he?

A. I don't know whether he was a member at that time, but lately I know he was.

Q. Didn't Frank Kolar say, "Put in a word for this fellow?"

A. Who said?

Q. Kolar—didn't he say, "Put in a word for this fellow"?

A. No, it was Marko as a matter of a joke.

Q. It was Marko said that?

645 A. To Skeets, because Skeets was looking there and the other fellow what I want to sign, John Balshatis, he tried to hide his card, then Marko to encourage the fellow there put it in the form of a joke to Skeets because he came there, and I suppose that was one way to get rid of Skeets, give him some joke.

Q. It ended up by the foreman passing out a cigar?

A. He gave it to John Kolar. Whether it was a matter of habit or not, I don't know.

Q. Now directing your attention to your testimony regarding Mr. Olson's conversation the day following the meeting at which John Lewis was scheduled to attend, where did that conversation take place?

A. Right at the place of work where I was working, the place of my work.

Q. Was that on the side floor?

A. No, that was on the main floor, on the north end, where I was working.

Q. Who else was present?

A. No one.

Q. What time of the day or night did the conversation take place?

A. It was early, starting out in the morning. You know we start to work early in the morning.

Q. What different departments have they got in the
646 foundry at the Link Belt Company, Mr. Bozurich, if you recall?

A. I don't know any department outside of shipping rooms, core makers and molding floor.

Q. They have got a core room, you say?

A. Core room, yes, we call that a core room.

Q. Do you know whether or not there is a foreman that presides over that room?

A. Over the core room?

Q. Yes.

A. Yes, sir.

Q. There is a foreman?

A. Yes, sir.

Q. Then there is the iron floor, gray iron floor, is that right?

A. Yes, sir.

Q. Is there a foreman that presides over that floor?

Trial Examiner McCarthy: Is there a gray iron floor? Are you referring to his initial testimony when he started to list the squeezers, patterns—

Mr. Seyfarth: No, I am not referring to that. I don't think he ever went through this on direct examination.

Q. (By Mr. Seyfarth.) There is a gray iron floor you state?

A. Yes.

Q. And is that presided over by a foreman?

A. Yes—Mr. Olson.

647 Q. Mr. Olson who was your foreman?

A. Yes.

Q. (By Trial Examiner McCarthy.) Who is in charge of the foundry?

A. Mr. Olson is the general foreman.

Q. (By Mr. Seyfarth.) Now is there a department known as the machine floor?

A. It is known as the machine floor only.

Q. Has that got a foreman presiding over it?

A. They have their own gang foreman, yes.

Q. Now is there a sprocket floor? Is there a sprocket floor?

A. Yes, known as the sprocket floor.

Q. Do you know whether or not they have got a foreman that presides over the sprocket floor?

A. Yes, there is a man who takes care of that particular gang of fellows who work on that job.

Q. Well now is there a bench floor?

A. There is only a bench, but there is no bench floor.

Q. Do you know whether or not there is a foreman that presides over the employes at the bench?

A. There is a man that takes care of the squeezers and bench molders there, yes.

Q. (By Trial Examiner McCarthy.) Bench molder or foreman? He asked you if there was a foreman in charge of the bench?

648 A. Yes.

Q. There is a foreman?

A. In charge of squeezers and bench molders.

Q. (By Mr. Seyfarth.) Do you know whether or not there is a department known as the steel floor?

A. Yes. Not as a department, but as the steel floor, the place where steel castings are made.

Q. Who is that presided over by?

A. Mr. Olson.

Trial Examiner McCarthy: Have you got a diagram of the plant?

Mr. Berry: Yes.

Trial Examiner McCarthy: Would you introduce that and clarify it? It will straighten out a lot of this.

Mr. Seyfarth: We will produce one here tomorrow.

Trial Examiner McCarthy: Just show the location of the whole thing.

Q. (By Mr. Seyfarth.) How long did you work at the very start in the southern end of the gray iron floor?

A. I think it was from—when I started in March—or May, 1936, up to about, I would say, the middle of January, 1937; approximately, I can't tell you exactly the day, but something like that.

Q. How many men were employed along with you in the southern end of the gray iron floor?

649 A. You mean on all the floor?

Q. Yes.

Trial Examiner McCarthy: I wonder if it would be convenient for counsel to defer your cross-examination until we get the blue print? Then we can identify it exactly. You are apparently having him on cross-examination for another hour or two.

Mr. Seyfarth: All right, I would be happy.

Trial Examiner McCarthy: I think that will clarify it. It is not clear to the Examiner just exactly what the south side and the side floor and the steel floor and gray iron floor is.

Mr. Seyfarth: If it will facilitate the Examiner and the hearing, yes.

Trial Examiner McCarthy: If you will, please. Would you prefer to have Mr. Wham take it up in the next half hour?

Mr. Wham: I think that would be—

Trial Examiner McCarthy: Would that be convenient to you?

Mr. Wham: That is all right.

Mr. Seyfarth: He will go over a subject that I don't care to particularly examine about.

Mr. Wham: Perhaps the witness might be withdrawn and put on again tomorrow morning.

Trial Examiner McCarthy: Whichever is the most
650 convenient to you gentlemen. Would you prefer to have that done?

Mr. Wham: I don't care.

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Wham.) Mr. Bozurich, you say you joined the C. I. O. in March, 1937?

A. Yes, sir.

Q. Did you do any work for the C. I. O. at that time, in the next month or so, in the way of soliciting applications?

A. Not until after—oh, about in the last part of March or April, 1937, when I lost hope to get satisfaction from the Independent Union of Craftsmen, then I decided to become active.

Q. The Independent Union of Craftsmen didn't start until at least after April 12th, so there was about a month in there before you heard of it. What were you waiting on during that month?

A. I didn't understand that question.

Mr. Wham: Read the question.

(Question read.)

A. Well I turned my application in, as I said before, and I was waiting until I will be invited verbally to C. I. O. meeting.

Q. (By Mr. Wham.) Did you attend a meeting at that time?

A. No.

Q. When was the first C. I. O. meeting you attended?

651 A. Oh, I think it was either at the end of the month of April or in the beginning of May, something like that, 1937.

Q. You weren't active at all in the C. I. O. then until the first of May?

A. About that, yes, thereabouts.

Q. Now when the Independent started to organize, when did you first take notice of that?

A. The Independent Union of Craftsmen?

Q. Yes.

A. Well the first soliciting started on about April 20, 1937. Of course I wanted to clear up on this point at that time. I didn't know whether it was a plant union, or what sort of a union it was, but it developed later on to be independent.

Q. It first came to your attention then about April 20th, is that right?

A. That was the first thing called to my attention.

Q. Then on the 22nd you began to see notices circulated about the plant, is that right?

A. Yes, sir.

Q. And you began to collect them, didn't you?

A. No, sir, the employes gave them to me and I saw them.

Q. Well as I understood, you saw some other man having one, and you went and asked him about it and he gave it to you, is that right?

652 A. What?

Q. This man—

Trial Examiner McCarthy: Who did he ask? I don't recall that he asked anybody.

Mr. Wham: Felix Zitzkes.

A. You have got that wrong.

Trial Examiner McCarthy: As I understand it, at 5:30 P. M. was the meeting and Felix Zitzkes gave him an invitation card to that meeting.

Q. (By Mr. Wham.) Where did you see Felix Zitzkes?

A. I was working on my floor, or at the place where I was working, and I want to clear up this, see? The fellows that work on the floor, or in Splits' gang, you see at certain hours in the afternoon they do their own pouring; they have to pour their own molds—

Q. Is it necessary to tell all this?

A. Yes. And we fellows on the main floor we work from—there is another man that pours our molds, so during that time we have a chance to go around, and he came down to me.

Q. Where was it?

A. How?

Q. Where was it he gave it to you?

A. In the foundry.

Q. About what time of day?

A. It was quite late; about one hour or so before
653 the quitting time.

Q. (By Trial Examiner McCarthy.) What time did you quit over there—4:30?

A. 4:30.

Q. (By Mr. Wham.) Did you ask him for it or did he give it to you?

A. No, I didn't ask; he simply said, "Did you see that?" I said no. And he said, "Here." So I took a look at it and put it in my pocket.

Q. You weren't interested, though, were you?

A. I certainly was, but the man that—or the party that was distributing those material he came to me direct, s , of course I was interested to see what was going on.

Q. You took the first opportunity to get one of them, is that right?

Mr. Reynolds: I object, if the Examiner please. The witness stated exactly what happened. I don't see why his testimony has to be characterized.

Mr. Wham: I have heard a lot of characterizations around here in this hearing so far. I think I ought to be entitled to some.

Trial Examiner McCarthy: No characterizations, gentlemen, please. You may proceed.

Q. (By Mr. Wham.) How did you happen to put that in your pocket?

654 A. What do you mean, how did I happen?

Q. Why did you want to keep it?

A. To look at it after the working hours.

Q. You were a member of the C. I. O. weren't you?

A. At that time I filled application already.

Q. Weren't you a member then?

A. I suppose I was considered.

Q. Then you also got a copy of another notice, didn't you, that same afternoon?

A. Prior to that, yes.

Q. And who did you get that from?

A. What notice do you refer to?

Q. The other one. How many notices did you get?

A. Two.

Q. Two. Well now I am talking about the other one now?

A. The first one that the crane operator gave to me was the proposed constitution and by-laws of Independent Craftsmen.

Q. Was that the constitution and by-laws that you got at that time from the crane operator?

A. Yes, sir.

Q. And that was on April 22nd?

A. Yes, sir, as far as I can remember.

Q. Is that this Board's Exhibit 16, this one here (indicating)?

A. I don't know what exhibit it is. It is a copy of it, but not this copy, because that was a very dirty copy.

655

Trial Examiner McCarthy: What is No. 15?

Mr. Reynolds: 15 hasn't been introduced because it has not been qualified yet. He said it was not this proposed by-laws; that this came out later.

A. This is the first one (indicating.)

Trial Examiner McCarthy: Board's No. 15 is entitled "Proposed constitution and by-laws."

A. That was circulated several months after this copy here (indicating). They wanted to put it in the form of a booklet, of membership book. That was much later, but this (indicating) is the first copy.

Q. (By Trial Examiner McCarthy.) Which one do you refer to?

A. This one here (indicating).

Q. You are pointing to Board's number—

A. I don't know what it is.

Q. —16.

Q. (By Mr. Wham.) Now this Board's Exhibit 16 says, "Constitution." That is what you refer to when you say "Constitution and by-laws," is that right?

A. Yes, that is right.

Q. (By Trial Examiner McCarthy.) That you received from the crane operator?

A. Yes.

Trial Examiner McCarthy: That is not the pro-

656 posed—does it say "Proposed" on the exhibit?

Mr. Wham: No.

A. That is the copy.

Mr. Wham: I might say that this Board's Exhibit 15 says "Proposed by-laws."

Q. (By Mr. Wham.) Well, you went up to the crane operator, didn't you, to inquire about it?

A. No, sir.

Q. How did you happen to be talking to the crane operator?

A. Well, I was working right underneath. It is a

narrow floor, and he came above me at the place where I worked. It is a long crane, and you can handle it with your hands.

Q. Were you working at the time? Were you working at your regular place at the time?

A. At that time?

Q. Yes.

A. I was working.

Mr. Wham: What was that answer?

(Answer read.)

Q. (By Mr. Wham.) At your regular place?

A. Yes.

Q. And the crane operator came by you, is that it?

A. Yes.

Q. What did you do, stop and talk to him?

A. No, he stopped there, and he was reading the
657 document. I asked him what it is all about and he told me what it is about and dropped it down.

Q. So you put it in your pocket?

A. Yes.

Q. Then you—after work you went to a restaurant near by, do I understand it?

A. Yes, 3910 Wentworth.

Q. And was it there that you got an application card?

A. Yes, sir.

Q. Who gave you that?

A. A certain employe, I suppose, at the Link Belt.

Q. What is that?

A. One of the employes from Link Belt.

Q. And you sat down in the restaurant there and read these documents over?

A. Yes, I had my lunch and I read also.

Q. You were eating your supper at the time, were you, your lunch?

A. Yes.

Q. And you were intensely interested; you wanted to familiarize yourself with this new union, is that right?

A. Naturally I was interested what is going on, what it is all about, because I am an employe of Link Belt and the document was circulated. Of course we naturally—

Trial Examiner McCarthy: That is enough.

658 Q. (By Mr. Wham.) Before you left the shop, however, you went over and read the recognition agreement, is that right?

A. I read it, yes.

Q. (By Trial Examiner McCarthy.) That is referred

to as Board's Exhibit No. 10. Is that the agreement you refer to?

A. Yes, but I didn't read it in the restaurant. I read it in the corridor.

Q. (By Mr. Wham.) And at that time you made some jokes about it?

A. No, the other fellows did.

Q. The other fellows did?

A. Yes.

Q. You were just seeking knowledge?

A. Well, they were there in a bunch, all of them there, a group, looking into the bulletin board, so on the way to the washroom, right after quitting time I also joined them and read it.

Q. So at the time you had finished your lunch you had read about everything that was about there, didn't you?

Trial Examiner McCarthy: That isn't what the witness testified to. The witness testified he received from the crane operator a constitution and by-laws. On his way to the washroom he read this separate memorandum of agreement known as Board's Exhibit No. 10, and after working hours in a restaurant he did his thorough reading.

659 Mr. Wham: That is what I say.

Trial Examiner McCarthy: Whether he did or not is really immaterial in this case.

Mr. Wham: I don't think it is.

Trial Examiner McCarthy: What is the purpose of the examination?

Mr. Wham: Do I have to state? I am trying—

Trial Examiner McCarthy: If he distorted every word of it—let's say he has, every word of it—it doesn't really make much difference.

Mr. Wham: I think it makes a lot of difference. I think that this man had prepared himself thoroughly to go to the meeting and try to upset it.

Trial Examiner McCarthy: I think the evidence shows he has covered it pretty thoroughly. You may proceed.

Q. (By Mr. Wham.) Now, Mr. Bozurich—

Q. (By Trial Examiner McCarthy.) Mr. Bozurich, do you recall seeing this gentleman here (indicating Mr. Wham)?

A. What?

Q. Have you ever seen this gentleman here (indicating Mr. Wham)?

A. I think he was the gentleman at the meeting there. I wouldn't swear to it, but he is undoubtedly the one.

Mr. Wham: I think I remember you too, Mr. Bozurich.

Q. (By Mr. Wham.) Now I want to make certain
660 of this—I may have misunderstood because you were talking rather rapidly—when you entered the hall there—

Trial Examiner McCarthy: You are referring to the meeting of the 22nd?

Mr. Wham: The meeting of the 22nd, yes.

Q. (By Mr. Wham.) You got there a little bit late; the meeting was in session and you took a seat over near a window?

A. Yes.

Q. You wanted some fresh air, I believe?

A. Yes.

Q. You felt that the air was a little bit bad there? You think the air was bad?

A. Inside the hall?

Trial Examiner McCarthy: That is not material.

Q. (By Mr. Wham.) Then you heard this speaker whom we will assume for the record was the attorney for the Independent Union?

A. I don't know.

Q. At any rate you heard this speaker first—

Trial Examiner McCarthy: Excuse me—

Q. (By Trial Examiner McCarthy.) How did you know his name was Wham?

A. Later on some of the employes told me, I think, when I was asking. That was some time after that.

Q. You asked who was the chief speaker?

661 A. Yes. Then some of the employes told me, and they told me it was Mr. Wham.

Q. At any rate, you heard him reading part of the Wagner Act?

A. Yes.

Q. And attempting to explain it?

A. Yes.

Q. And then he said this old shop union you have can't go on; it has to be abandoned or has to be changed; it is impossible or illegal for the company to finance a union?

A. Yes.

Q. You heard that, did you?

A. To complete it, he said the company cannot support you directly financially.

Q. Directly financially?

A. And probably some other arrangement could be made.

Q. You understood, in other words, that the company could indirectly support it financially, is that right?

A. Well whatever he meant by that I don't know, but I am just telling you what I heard.

Q. The word "directly" was used, was it?

A. Yes, sir, I heard that.

Q. It could not directly support it financially?

A. I am just stating what I heard.

Q. I just wanted to find out exactly what you said.

662 Then the constitution was read by the speaker and he proposed that it be adopted?

Trial Examiner McCarthy: I think part of that was left out. In fairness to the witness, what else was said there?

A. That is what I want to put in.

Mr. Wham: All right.

A. Then he went on to say "You fellows got to do something to organize yourselves in there," he said, "otherwise John L. Lewis has organizers, trained organizers and they will come there and organize you fellows." And he said, "Well, you see what is taking place; we will have strikes and trouble and things like that.

Mr. Wham: I didn't intend to be unfair to the witness in omitting that. I didn't understand on cross-examination I had to cover everything that was said on direct.

Trial Examiner McCarthy: No.

Mr. Wham: I just wanted to be—I am not disputing any of this last part. I probably said that. I wanted to be sure of the first part.

Q. (By Mr. Wham.) You say there was no secretary at that meeting?

A. No, sir.

Q. Was there ever a secretary of that meeting? Was there one elected at all during the course of the meeting?

A. Not during my presence.

663 Q. You were there until they closed the meeting, weren't you?

A. Yes, sir.

Q. So you would say positively there was no secretary at that meeting?

A. If he was in the crowd, but not on the stage where he is supposed to be.

Q. You would say there was no secretary acting for the meeting, is that right?

A. I didn't see that on the stage and also the people were demanding to elect a secretary.

Q. So you would say there was no secretary elected at that meeting, is that right?

A. Not that I know.

Q. What is that?

A. Not that I know of, that I had a chance to see, either elected or on the stage.

Q. You are not sure about it, is that right? What is the answer?

Trial Examiner McCarthy: I think the witness has testified. Repeat the answer, please.

(Answer read.)

Q. (By Mr. Wham.) Well, you are not sure that there was a secretary or there wasn't one?

Mr. Reynolds: I object, if the Examiner please.

664 Trial Examiner McCarthy: I think he has answered that, Mr. Wham. He said he wasn't sure. He didn't see him elected and he didn't see him on the stage.

Q. (By Mr. Wham.) Now you had some questions in mind. One was why there should be two kinds of membership, a plant membership and an individual membership?

A. Yes, sir.

Q. And you didn't think—you thought there was something unfair about that, did you?

A. Sure that is what I thought.

Q. And nobody explained that at all?

A. Not at that meeting, not to me.

Trial Examiner McCarthy: Keep your voice up, please.

A. No.

Q. (By Mr. Wham.) Now what lodge do you belong to in the C. I. O.—1604?

A. At the present time, yes.

Q. It is affiliated with the Amalgamated Association of Iron and Steel, Tin, and so forth, Workers, isn't it?

A. Yes, sir.

Q. So it has, in a sense, a membership in that greater association, hasn't it?

A. What do you mean by that?

Trial Examiner McCarthy: You mean the local has a—

Q. (By Mr. Wham.) The Local has a certain affili-

665 ation with the other?

A. With the C. I. O., yes.

Q. That is all right, isn't it? Isn't that fair?

A. I didn't get you clear.

Q. I say, isn't it fair; wouldn't you consider that affiliation of your local with the C. I. O. as fair?

A. Is it fair that it is affiliated with C. I. O.?

Q. Yes.

A. Yes.

Q. You think that is all right?

A. Yes.

Q. And if we had some lodges in different parts of the Link Belt Company affiliated together, that would be all right, wouldn't it?

A. What lodge do you refer to, C. I. O. lodge?

Q. I am referring back now to the Indepepdent plant membership. Well, skip it. Your other question was that the application, if you signed that, it would require you to relinquish membership in the C. I. O., is that right?

A. That was another question.

Q. It doesn't say that, but you understood that was the operation?

A. That was the way I understood it.

Q. Is there any doubt about it? You read that clause over. Isn't the meaning clear?

666 A. Well the way I understood it, if we would sign this application—

Q. (By Trial Examiner McCarthy.) Which application, Board's No. 13?

A. Yes, for the Craftsmen. If I would sign it, then all my previous signature would be repudiated, whatever I would sign for any other organization.

Q. (By Mr. Wham.) That is a correct interpretation.

A. That is the way I understood it.

Q. I think it is very clear there. At least I tried to state it that way. You think you should belong to two unions.

A. How?

Q. You think you should belong to two unions?

A. I don't think so. There is no reason why.

Q. On the question of keeping a record of the proceedings of that meeting, did I understand you correctly to say that the chairman said that "We cannot have an official record taken"?

A. Yes, sir.

Q. Did he amplify that at all?

A. What do you mean by amplifying it?

Q. Did he clarify it? Did he say anything further about that?

Q. (By Trial Examiner McCarthy.) Did he give any reason why there couldn't be an official record?

A. Not at all. I simply got that answer.

667 Q. (By Mr. Wham.) And when the motion was put to adopt the constitution, you are quite certain that only a very small minority stood up?

A. Yes, sir.

Q. You are sure of that, are you?

A. That is my estimation; to the best of my recollection, as I see it. May I add, that not only those that were supposed to vote, but among those there was also those protesting against the vote and demanding discussion.

Trial Examiner McCarthy: The record is clear what you meant there.

Q. (By Mr. Wham.) And after you had told—was it the chairman that asked you if you were an employe?

A. Yes, sir.

Q. It wasn't me?

A. No.

Q. (By Trial Examiner McCarthy.) What?

A. No.

Q. Mr. Wham was not the chairman of the meeting?

A. No, there was a different one.

Q. Who was the chairman?

A. I don't know his name. I never knew his name.

Mr. Wham: Mr. Litster was chairman.

Q. (By Mr. Wham.) Now after you told him that you were an employe he said, "That is all I want to know"?

668 A. Yes, sir.

Q. He didn't say anything further about that?

A. Not that I know.

Q. (By Trial Examiner McCarthy.) Was this when you heard Johnson say "Can you prove to me that the chairman is an employe of the Link Belt"?

A. Mr. Johnson asked the chairman if the speaker is an employe of the Link Belt.

Q. (By Mr. Wham.) What was the point raised by Fred Johnson?

A. I heard him raising the point too—he asked the chairman—

Q. (By Trial Examiner McCarthy.) That is Litster?

A. I don't know what his name was, but the chairman at that time, whatever the name was, asked whether Paul is an employe because I made that objection, and he says

"Can you prove that the speaker is an employe of Link Belt?"

Q. Who was the speaker?

A. Mr. Wham, I believe, is the gentleman. At least he was known to me later on as Mr. Wham.

Q. (By Mr. Wham.) Didn't he ask if the Independant union had a charter?

Trial Examiner McCarthy: Who? Fred Johnson asked?

Mr. Wham: Yes.

A. Well you see there was continual commotion there, see? Now and then the commotion would quiet down
669 and you had a chance to hear and then again people naturally would talk, but due to the commotion, you know, I had no chance to hear what was said.

Q. (By Mr. Wham.) You and Fred had talked this over before then, hadn't you, before the meeting?

A. No, sir.

Q. Hadn't you arranged to be there in different parts of the hall and aid in the commotion?

A. No, sir.

Q. Are you quite certain that due to the commotion they couldn't finish the business and had to adjourn?

A. That is what the chairman says, and he says, "We can't do nothing any more because there is so many demands for questions and discussions and election of a secretary to keep the records." And of course the people know they would not get those things and they were standing up and there was commotion. Then the chairman said, "Well we can't do nothing any more; we will adjourn the meeting and call another."

Q. Are you quité certain that he didn't say, "In accordance with the motion that has been passed we will adjourn until we can call another meeting to hold an election for regular permanent officers"?

A. No, sir, I heard him only as I said it here.

Q. You didn't hear that?

A. I didn't hear that.

670 Q. Did you hear a motion put in several different ways and finally gotten together and passed, to approve the constitution and appoint the officers stated in the constitution temporarily until they could call an election of the permanent officers?

A. I only heard the speaker when he was through reading that particular document, he proposed it for adoption, that is all; the only motion I heard.

Mr. Wham: I am wondering if it is possible to adjourn now.

Trial Examiner McCarthy: Yes. We will adjourn until 9:30 tomorrow morning.

(Thereupon, an adjournment was taken to Thursday, March 17, 1938, at 9:30 a. m.)

671 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

Room 777, United States Court House,
Chicago, Illinois,
Thursday, March 17, 1938.

The above entitled matter came on for hearing, pursuant to notice, at 9:30 o'clock a. m.

Before:

Hugh C. McCarthy, Trial Examiner.

Appearances:

Shephen M. Reynolds, Attorney, appearing on behalf of the National Labor Relations Board.

Messrs. Pope & Ballard, by Edward W. Ford, and, Henry E. Seyfarth, and, William F. Price, 120 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Respondent, Link Belt Company.

Benjamin Wham, and Forest A. King, 231 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Intervener, Independent Union of Craftsmen, Local Lodge No. 1.

672 PROCEEDINGS.

Trial Examiner McCarthy: You may proceed.

Mr. Seyfarth: If the Examiner please, Mr. Wham was cross examining at the close last evening.

Trial Examiner McCarthy: Would you like to continue?

Mr. Wham: Yes.

PAUL BOZURICH, a witness called by and on behalf of the National Labor Relations Board, being previously duly sworn, resumed the stand and testified further as follows:

Cross-Examination (continued).

Q. (By Mr. Wham.) Mr. Bozurich, you testified to a number of occasions when you were solicited for membership in the Independent and also for dues. It sounded as if there were quite a number of times, but going over the notes I have April 27th seems to loom up every so often.

A. Was that a question?

Trial Examiner McCarthy: No, not yet.

Q. (By Mr. Wham.) No, not yet. I want to find out if these are all the same incident or if they were different ones.

For example, on or about Auril 27th you had a conversation with Kowatch and Erickson, and at that time Erickson had a narrow piece of paper with a number of signatures. Then you testified Kowatch was watching for you at the entrance on about April 27th with a booklet
673 with your name in it. Were those the same day or the same incident or were they another time?

A. Yes, to the best of my recollection approximately the same day.

Q. Were they the same occasion or two different events on the same day, or what?

A. Two different times of the day.

Q. Also you say on about April 27th John Kowatch asked you to join the Independent, which is close to the beginning of your testimony and then the other two times were later in your testimony, that on or about April 27th Kowatch was waiting for you at the entrance when you left work, and so on.

Were they the same incident or different incidents?

A. They were two different incidents. First, he came to the floor, to the place where I was working, and he asked me to join; and the second time—

Q. The first time he asked you to join. The second time he met you at the entrance or at the gate inside with a book all filled out for you?

A. Not the book, but he had a booklet with the list of names, a little book with names on we used in the members, a notebook.

Q. That was a book in which was "signed but refused to pay"?

A. Yes, that is what it said. He showed me, and
674 read it, see, and then there were written with ink, handwriting, see,—he says, "Here it is, 'signed by refused to pay.'" That is, refused to pay the initiation fee.

Q. What kind of a book was that?

A. That was a little pocket book, let's see, about this size (indicating).

Trial Examiner McCarthy: That is about two by three inches.

A. Something like that, and I think it was green covers, something like that.

Q. (By Trial Examiner McCarthy.) Just a little ordinary memorandum book?

A. That is right; that is right.

Q. (By Mr. Wham.) And that was not made up especially for you?

A. No, no.

Q. It had other names on it, several other names on it?

A. Yes, he showed me he had a list of names that signed. He says, "Here is your name." Also there was another signature, "signed by refused to pay." That is, refused to pay the initiation fee. I protested. I says, "I never signed. Who put my name on there? I want you to take that out."

Q. Early in the day you were approached by Erickson and Kowatch to join, and then toward the close of the day they had you down but refusing to pay, is that right?

675 A. Yes, to my recollection.

Q. And each time you talked to them you told them that you did not care to join?

A. That is right.

Q. And then Erickson saw you again along about June 2nd or 3rd and asked you to join again?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) Was that Erickson or Robinson?

A. That was Erickson, the time keeper.

Mr. Wham: Erickson also asked him.

Q. (By Mr. Wham.) Now, in June and again in August, Robinson asked you?

A. Yes, in about June Mr. Robinson asked me to sign a petition; and in August, I think it was, the latter part

or so, I am not exactly sure of the date, he asked me to pay my dues, that he had a membership book ready for me.

Q. He asked you to sign the petition in June, you say?

A. Application for membership.

Q. Application for membership?

A. Yes.

Q. And in May Frank Lubenkob asked you to join?

A. Yes, sir, as far as I can remember the date.

Q. In each instance you told them you did not care to join?

A. Yes, sir. Of course, I also added that I made
676 up my mind to join with the C. I. O., there was no use to bother me.

Q. I take it then that you did not care to join the Independent.

Mr. Reynolds: I object to that, if the Examiner please.

Trial Examiner McCarthy: I think the record shows that. Sustained.

Q. (By Mr. Wham.) On these various occasions when they talked to you about the Independent, who commenced the conversation?

A. They always were the persons who would initiate it. They would come to me at the place where I was working. That would happen during working hours, and they would ask me either to sign the application or whatever there would be about it, whatever there would be to do about it, see; and naturally I had to answer, see, and they put up an argument, trying to convince me, of course, and I again would have to answer and tell them that.

Q. You were then arguing in behalf of the C. I. O., were you not?

A. Not so much as to the C. I. O. as pointing out I made up my mind to sign with the C. I. O. and they should not bother me. I saw more in the C. I. O. than in the other union, but outside of that fact I would repeatedly mention the fact at that particular meeting that I couldn't get the necessary informaion about it, other things like that,
677 which I considered I was entitled to know before I would be even willing to sign, if I signed at all.

Q. Lubenkob told you he thought the C. I. O. would win but he had to do this because he was taking instructions from the company?

A. Not that he was taking instructions from the company, but he says, "I hope the C. I. O. wins," that is all, "I hope the C. I. O. wins."

But he stated, "I have to do this because I am attending this school." I mean the school conducted for the apprentices; training. "You see", he says, "You know I will get a rotten deal if I don't do as I am told."

Who he referred to, I don't know.

Q. If he did not circulate the application cards the company would give him a bad deal?

A. He didn't say exactly that, but he says, "If I didn't do this"—that is, solicited the membership, go around with it to solicit the members, he practically would get a rotten deal in that school.

Q. From the company?

A. Well, that I don't know, but he mentioned attending the school.

Q. Was the company conducting the school?

A. As far as my knowledge, yes. At least, I know to this extent, that the boys were telling me it was
678 conducted by the company, and the various supervisors of the company go there and lecture, you know, and things like that. Whatever the lecture was about, I don't know.

Q. Do you gather that Lubenkob thought there was a direct connection between the company and the Independent Union?

A. I don't know that, I am just telling what he told me; on that particular occasion he referred to it, I don't know who, that is what he said.

Q. And when Julius Robinson spoke to you about June, was it he that said that it was a company union, that the Independent was a company union, or how would you state that?

A. Will you repeat that?

Trial Examiner McCarthy: Read the question.

(Question read.)

A. Well, he asked me to sign for the Independent Union, yes, and then I refused to sign, and I think I said, "Well, you know, it is a company union."

Q. (By Mr. Wham.) Did he say it was a company union or did you say that?

A. I think I said it, and he didn't offer no objection to it.

Q. In August when he approached you, you said, "He forged my name, he forged my signature."

Trial Examiner McCarthy: What is this, August?

Mr. Wham: Yes.

679 Q. (By Mr. Wham.) Is that right?

A. Yes, sir, I said more than that.

Q. Did he have your name there?

A. What?

Q. Did he have your signature there?

A. He took his cap off, and says, "I have your membership book, I have it ready for you."

Q. What was it, a card or a list or what?

A. It was a book.

Q. It was a book?

A. Yes, it was a book, a membership book of the Independent Union of Craftsmen. I think it was about that small size booklet (indicating).

Trial Examiner McCarthy: Two by three inches.

A. Something like that, with a dark green cover, something like that.

Q. (By Mr. Wham.) Is that the same kind of book that Kowatch had on April 27th?

A. No, this was specially printed for that purpose, see.

Q. And your name was in it?

A. He told me. I didn't want to look at it, because—I didn't want to take a look at it, because I told him I would be jumped on.

Q. Did he say that you had actually signed in that book?

680 A. He says, "There is your book, membership book, ready for you. I have everything ready for you, see, all you have to do is just pay your dues."

Q. He didn't say that you had actually signed that book?

A. That I had signed it there?

Q. Yes.

A. No, he didn't say that, but when he mentioned it, showed it to me, "Here is your book", I says, "I don't want to look at it, I don't want to take a look at it." I says, "How could you have my book when I never signed for it?"

Q. I know, but what was there about it which made you say he forged your signature?

A. That is what I am going to say now; I said, "Who forged that signature?"

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Was your signature in that book or was it just typewritten in, and he said all you have to do is just pay the 50 cents? By paying the 50 cents apparently you would be in the union, but if you didn't pay the 50 cents they could put your name down just like an employee on the payroll?

A. Here is the idea. The membership book already was printed, the Independent Union of Craftsmen already printed the membership book.

Q. The members' names were printed in there?

A. Not the members' names, but the fellows—it
681 was for those who paid the dues.

Q. Yes.

A. Whoever this book would be issued to, it would be put down in there.

Q. It may be somebody collects 50 cents and he puts down the man's name. That is not forgery, you know. If I put down "John Smith, received 50 cents from John Smith", that would not mean forging John Smith's name. That is a record. What counsel is trying to find out is what makes you think there was forgery, somebody put your name down and made it appear as if it was your name.

A. That way it is, how I got that idea, you see, when Kowatch approached me, I think about the 27th of April, or thereabouts, with that notebook, with my name in that booklet, with the rest of those who were probably members in the Independent Union at that time—

Q. (By Mr. Wham.) Who had signed but not paid—

A. Wait a minute; yes. Then he said they were signed but not paid.

Trial Examiner McCarthy: Yes.

A. Then after that the union issued its own membership book. They issued the membership book with the fellows in it, and I suppose they had filled it out with the names of the employees in the department who work there.

Q. (By Trial Examiner McCarthy:) What is the
682 reason you felt that he forged your name?

A. When he came to me and said, "I have not your membership book ready", my impression was my name was already on the list, that I filled out an application and the book is issued on the basis of that, and I asked who forged my name.

Q. Because it was in Kowatch's book on April 27th "Signed but refused to pay"?

A. Yes.
Q. I see.
A. Therefore I began to get that idea, see.

Cross-Examination (Resumed).

Q. (By Mr. Wham.) You are referring back then to the original list in April?

A. Yes, it was on a question as to my dues. How could a membership book be issued to me, ready to pay the dues, when I never signed it?

Q. All right. Now, on June 2nd and 3rd, or rather, June 2nd or 3rd, you talked to Erickson. Is that Russell Erickson?

A. Yes, sir, the time keeper.

Q. Is he a supervisor or not?

Trial Examiner McCarthy: He said he is a time keeper.

The Witness: I know he is a time keeper in the foundry.

Q. (By Mr. Wham.) Would that be any supervisory capacity?

A. I don't know, sir, what other title he may have, 683 but I know he is a time keeper, he keeps our time.

Q. He asked you at that time to pay an initiation fee, didn't he?

A. Yes.

Q. And you had some conversation with him, and he said, "What does the company care about what people think; the company gives you the job, not the Labor Board", and so on.

Was there any further conversation at that time?

A. Well, that was approximately that. He said when he saw—he approached me to pay my initiation fee, see, and he also had a book—I mean the narrow strip with the check numbers of the employees, and he also had a small ticket form, like cards, and he wanted me to fill that in, to sign the application or pay the initiation fee to the Independent Union of Craftsmen; and I refused.

I also says, "Why do you go around and try to force the employees to sign when you know in your heart and mind they don't want to join that union, but because when it comes from the office with the check numbers they have to?"

Q. (By Trial Examiner McCarthy.) What is that?

A. Otherwise, they would resist. When Erickson comes with the check numbers they wouldn't try to resist. When I mentioned the fact to him, he says, "Fuck the people, what does the company care what the people think, and how

the people feel; as long as they can prove to the Gov-
684 ernment that they have a majority, that the company has the majority."

Then he added to it, he says, "The company is the one that gives you the job, not the Labor Board."

Q. (By Mr. Wham.) In other words, Erickson talked as if he was working for the company when he was working for the Independent Union?

A. It was evident from his own statement; I got that impression.

Q. That he was?

A. What?

Q. It was evident that he was?

A. I wouldn't say he was, but that is the way he put it, and that is the way we employees understood it there among us. I don't know—

Q. You understood it that way. You say "we" understood it.

A. Well, that was the impression, and that was my impression, too, yes, when he said that we should stick with the company, and then sign for that union, or the one that he was soliciting for; and he said it is the company that gives you the job, and not the Government Labor Board; so what inference you may draw from it—

Q. You understood that the company was behind the Independent Union, then?

A. Well, I wouldn't say that the company was, but that was somewhat my impression.

685 Q. That was what you understood?

A. I may be wrong, you know, but that was my impression.

Q. You had another conversation with Julius Robinson at the time you were discharged?

A. What?

Mr. Wham: Read that question.

(Question read.)

Trial Examiner McCarthy: November 9th?

A. Well, that was during lunch hour, noontime.

Q. (By Mr. Wham.) Did I understand you to say that Robinson told you that they are going to cut your heads off?

A. Well, let me repeat fully as near as I can recollect, see.

During the lunch hour, you see, when I came back to the foundry from the restaurant where I usually eat, where I usually go out for lunch; between the time when I came

back to the foundry, I went to see some of our good friends of our union, see, on that and let them know that I believed that I would be kicked out that day, out of the foundry, because the time keeper took all the labor cards and the time cards from me.

So I went to our friends there and I told them that they should not be discouraged by that, because prior to that, I think a couple of days, there was a lay off of a few people.

686 Q. That is not an answer to my question.

A. All right.

Q. Let me try to get it down to my question.

A. Also he was sitting down on the floor next to the place where he was working, where he was usually working. Then I come to him and also—

Q. (By Trial Examiner McCarthy.) Who is "he"?

A. Mr. Julius Robinson. Also I told him that I feel that I am going to be kicked out, see.

"Well", he says, "What do you mean?"

I told him the time keeper there took my labor cards with the reports of the job done so far, and things like that.

Then he said, "Well, I don't care about other fellows, but I hate to see you go."

I says, "That is all right", things like that.

Then he said, "Well, I know they will cut the heads off the fellows, there will be a lot of shedding going on."

Q. (By Trial Examiner McCarthy.) What do you mean by that?

A. I don't know what he meant, but I understand—I don't know—that there will be a lot of monkey business going on.

Q. (By Mr. Wham.) Did you understand him to mean that there was a deal on between the Independent and the company to discharge the C. I. O. members first?

A. No, no; I don't know, I am just stating that conversation that took place between me and him, so I

687 think he can speak for himself best if that is required to be here. I am just stating what I hear, including the conversation.

Q. You solicited for the C. I. O. while you were still employed in the company, didn't you?

A. Solicited where?

Q. In the plant.

A. Yes, sir, during the lunch hour, before we started to work and after that, outside, anywhere I could get hold of them.

Q. Nothing wrong about that, was there?

A. As far as I can see there was nothing wrong about getting members in the union. I think it was all right.

Q. Did you ever solicit during working hours?

A. No, sir.

Q. Did you ever discuss any C. I. O. matters during working hours?

A. No, sir, not that I can recall. As a matter of fact, the understanding and advice of our union was to confine it at our union meetings, and to understand that the time that we are working during the working hours in the plant, that belongs to the company, and we are not to interfere with the company's course of production, and we followed that to the best of our ability.

Q. Did you ever see anybody soliciting for the C. I. O. on company time?

688 A. No.

Q. Did you ever see any literature distributed for the C. I. O. throughout the plant or in the plant?

A. In the plant, yes, I was the one that done it during the lunch hour, that is, the leaflets.

Q. You passed out literature during the lunch hour?

A. Please tell me what you mean by literature.

Q. Well, anything—

Trial Examiner McCarthy: Any printed matter, leaflets, handbills.

A. Handbills and invitations to the meetings, that is all.

Q. (By Mr. Wham.) You have seen that done there during working hours?

A. Yes, sir.

Q. You have done it yourself?

A. Yes, sir.

Mr. Wham: That is all.

Mr. Seyfarth: Will you mark this blueprint Respondent's Exhibit 1 for identification.

(Thereupon the document above referred to was marked "Respondent's Exhibit No. 1", for identification.)

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Bozurich, I hand you a blueprint and I ask you if you recognize on this blueprint

689 the building in which you worked for the Link Belt Company.

(Handing document to the witness.)

A. Well, I am not an engineer, you know, but I can recognize the iron floor, I see this (indicating).

Mr. Seyfarth: The witness is indicating marks which

are identified by the legend "Iron floor, sprocket floor, steel floor, machine floor", and so forth.

Q. (By Mr. Seyfarth.) That is the building, Mr. Bozurich?

A. Yes, that is about the lay out. This is the iron floor, and this is known as the side floor, the sprocket floor where the sprockets are made, and the machine floor (indicating).

Q. (By Trial Examiner McCarthy.) In other words, the markings on there are correct?

Q. (By Mr. Seyfarth.) Are they true and correct?

A. And the roller floor, yes, the markings is correct, yes, sir.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Now, where do you work? We are talking about that job where you said you lost your seniority. Where did you work on that floor?

A. Now, see here (indicating); you see when I started working I was put to work in this end here (indicating). That is known as the south end. And then about seven or eight months approximately from there I was shifted over here (indicating) to the sprocket floor, between the 690 sprocket floor and the machine floor. This is about right. Here is the posts (indicating), that indicates the posts. I think it was somewhere near here. From here later on about two months or so prior to my lay off or discharge I was put back next to the cores (indicating).

Q. But you were still practically in the same room?

A. I am in the same room?

Q. Yes.

A. I was just about here (indicating).

Q. Now, how did that operate to wipe out your seniority?

A. Now, you see, Mr. Examiner, when I was shifted here—

Q. You mean from the south end to the sprocket room?

A. Yes, sir, and other young lads were put to work there.

Q. In the south end?

A. Well, some of them—

Q. (By Mr. Seyfarth.) Just a minute, Mr. Witness. Do you know the names of the men that were put to work?

Trial Examiner McCarthy: We can go back to that.

Q. (By Mr. Seyfarth.) (Continuing.) After you were shifted, on the iron floor after you were shifted?

Trial Examiner McCarthy: I want to get the principle, and then you can develop the details.

A. There was one who was there—

Q. (By Trial Examiner McCarthy.) Just a minute. When you moved from the south end to the sprocket
691 room, your point is another man, or other men were hired in the south end?

A. He was brought from somewheres else.

Q. Transferred?

A. Transferred.

Q. All right.

A. I think from the iron floor or somewhere.

Q. It does not make any difference where they came from. You say they moved into the south end?

A. That is it.

Q. Into the place where you vacated?

A. Yes.

Q. Then you moved up to the sprocket room?

A. Then I was there a month or two, and then I was shifted here (indicating).

Q. To the sprocket room?

A. To the north end.

Q. To the north end?

A. Then these gentlemen were moved somewhere there back again.

Q. Yes.

A. Then I was working here (indicating) and the other fellow by the name of Gus, a molder, he was working second or third place from me on the molders, and when they left, there was nobody but the old timers
692 and the two of us; that was the point, and Mr. Skeets came and says, "This is your department."

Q. What difference would it have made if you had stayed in the south end all during your period of employment with the Link Belt Company? What effect would that have had on it even if you had stayed there during all your period of employment with the plant?

A. What effect that would have on what?

Q. On your seniority. Those new men couldn't have had any effect.

Q. (By Mr. Seyfarth.) Is that the point?

A. That is not the point. The point I was arguing with Mr. Skeets was when he comes and says, "This is

your department", as I was ordered there by the big boss. He says, "That is your department, and you two fellows are the newest in this particular department."

Q. (By Trial Examiner McCarthy.) In what is marked the iron floor?

A. In what is marked as the iron floor, where they have the heavy castings. "Well", I said, "Don't you know that this is all the molding floor?"

Q. Your point is that the iron floor and the sprocket room should be—

A. It is the molding floor.

Q. It is the molding floor?

693 A. It is the molding floor, it is not divided into departments, Iron floor and sprocket floor, you know. It depends on the size of the castings, you see, the heavy castings are made here (indicating), so it requires—

Q. Now, let me follow this a little further for just a minute. These new men that moved into the south end of the floor after you were hired were transferred to the sprocket room or some place else after you moved from the sprocket room to the north end.

A. Yes.

Q. How did that affect the line of workers in the iron room?

A. How did it affect them? Our seniority rights, or what?

Q. Your seniority, that is the only thing we are asking about now. Your point is you were discriminated against because by shifting you around you lost your seniority position.

A. You see, if I would remain on this sprocket floor during the time when I was laid off—

Q. These men that came in behind you would be junior to you?

A. They would be junior to me, don't you see, but because before I was laid off I was put back here (indicating); besides they were scattered around here, the other young fellows (indicating), I lost my seniority.

694 Do you get the point?

Q. Yes.

A. Thank you.

Mr. Seyfarth: May I continue with my cross-examination?

Trial Examiner McCarthy: Have you offered that to be admitted?

Mr. Seyfarth: No, it is merely for identification purposes.

Cross-Examination (Resumed).

Q. (By Mr. Seyfarth.) We are talking about this blueprint. You are familiar now with this blueprint of the foundry, are you, Mr. Bozurich?

A. As far as I can see the layout.

Q. What was the general character of the work performed on the iron floor?

A. What do you mean by general character?

Q. What did you make there?

A. Oh, a variety of castings, all sizes of castings that would be turned over to me.

Q. What kind of castings?

A. Well, I hardly could name all the types of castings that I was making there.

Q. Name a few of them.

A. Let's see, gears, clutch drums, and your sprockets, flywheels, gear housings, machine stands, and a va-
695 riety of them things, you know. I can't recollect all them things.

Q. Would you say that the work was heavy or large work in comparison with other work which was done in the foundry?

A. Whether it was larger than others or smaller?

Q. That is right, whether it was larger or smaller than others.

A. In general, it was the smallest.

Q. The smallest work?

A. Not the smallest, but I mean it was not as big as other molds would be.

Q. (By Trial Examiner McCarthy.) In other words, did the Link Belt make larger molds than you worked on?

A. Yes.

Q. (By Mr. Seyfarth.) Where did they make them?

A. On the same floor.

Q. On the iron floor?

A. On the iron floor, yes.

Q. Well, a large variety of castings were made on the iron floor, is that right?

A. Yes.

Q. And they range in size from small castings to large castings?

A. No, no, it would be according to this, you see, the

molds would be lined up on that floor. Everyone has a place where he would work. In the morning the boss
696 called us down to the place where the patterns would be piled up, and gives us the orders, gives you this job and gives you that job.

Q. It depends on the kind of patterns, is that right?

A. Yes, whatever he hands over to me.

Q. (By Mr. Seyfarth.) I don't think you understood me. I am trying to find out the kind of work done on the iron floor in relation to the work done in the other departments of the foundry.

Now, can you explain that in your own words?

A. Well, I don't know, pardon me, what you are driving at.

Q. I am just—

Trial Examiner McCarthy: Read the question, please.

(Question read.)

A. Let me give an illustration, because with my English it is hard to explain.

If one customer comes and wants this size table, (indicating) a big table, we would make that big size table or casting on the iron floor, or the big floor, because that is better for the heavy jobs; but let us say Mr. Berry comes and wants just some small size castings, then we work on the molds, work on that lighter job.

Q. (By Trial Examiner McCarthy.) Where would that work be done, that is what he wants to know.

A. On the side floor.

697 Q. On the side floor?

A. Yes, sir.

Q. (By Mr. Seyfarth.) In other words, the heavy work was done on the iron floor?

A. Yes, on the iron floor, the main floor, we call it.

Q. Now, we have got that straight. Are you familiar with the work done on the sprocket floor?

A. Yes, sir.

Q. What kind of work was done on the sprocket floor?

A. Well, I have nothing but the sprockets, you know, wheels.

Q. (By Trial Examiner McCarthy.) That is small, light stuff?

A. Light stuff.

Q. (By Mr. Seyfarth.) Small, light stuff?

A. Yes. You see, that comes again in different sizes. That is molded on main floor whenever there would be a

big size. The smaller size goes again to the smaller floor,

Q. To the side floor?

A. To the side floor. If it is a still smaller casting, then it goes to the bench, and the molder still would have a lighter job.

Q. Generally speaking, would you say that the sprocket work is the main item on the side floor or the sprocket floor?

A. You see, the company has a department—

Trial Examiner McCarthy: You can answer that
698 yes or no.

Mr. Seyfarth: Answer that yes or no.

Trial Examiner McCarthy: Read the question.

(Question read.)

A. As a rule, yes.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) The sprocket floor is sometimes known as the side floor?

A. Well, when we have—

Trial Examiner McCarthy: Answer yes or no.

A. Yes.

Trial Examiner McCarthy: We are trying to get through here.

The Witness: All right.

Q. (By Mr. Seyfarth.) Are you familiar with the work done in the cleaning department?

A. Do you mean in the chipper department?

Q. Yes.

A. What do you mean, am I familiar with the work?

Q. Do you know what work is done there?

A. Yes.

Q. Did you ever work in that department?

A. No.

Q. Do you know what kind of work is done in that department?

699 A. Naturally, I see the men working there.

Q. That is all right, but what kind of work is performed in that department?

A. Cleaning, chipping, valving, grinding, that is all.

Q. (By Trial Examiner McCarthy.) Sort of finishing?

A. Finishing.

Q. Is that what it is, is that the way you would define it?

A. Yes.

Q. (By Mr. Seyfarth.) That is right, it is finishing?

A. Yes, sir.

Trial Examiner McCarthy: Now, the chipping room is at the south end.

Mr. Seyfarth: The chipping room is at the south end.

The Witness: The south end.

Q. (By Mr. Seyfarth). Are you familiar with the department known as the bench floor?

A. Familiar, in what sense?

Q. (By Trial Examiner McCarthy.) Did you ever work there?

Q. (By Mr. Seyfarth.) Do you know what kind of work is performed on the bench floor?

A. Yes.

Q. What kind of work is performed there?

A. You mean—you refer to the type of work or the operation?

Q. Both. They are the same.

700 A. Well, in principle the operation is the same as on the big jobs.

Q. (By Trial Examiner McCarthy.) On the iron floor?

A. On the iron floor. The only exception as far as that part of the operation is concerned, it does not require that much skill as on the heavy floor, where the heavy castings are made.

Q. (By Mr. Seyfarth.) Well, do they perform work on a lighter casting on the bench floor?

A. The lighter castings, yes, the smaller castings.

Q. Is the work performed on the bench floor, with relation to the size of the casting, smaller than that performed on the side floor?

A. Yes, sir.

Q. In other words, does it go by degrees? The heavier casting is performed on the iron floor?

A. No, the main floor, it is the same.

Q. (By Trial Examiner McCarthy.) That is known as the iron floor, isn't it?

Q. (By Mr. Seyfarth.) Let us designate it this way. Let us call the main floor the iron floor.

A. Yes.

Q. The heavier work is performed on the iron floor?

A. All right.

Q. And lighter work is performed on the sprocket floor?

701 A. On the side floor.

Trial Examiner McCarthy: On the side floor, that is right.

Mr. Seyfarth: On the side floor. And still lighter work is performed on the bench floor?

A. Yes, sir, and the squeezer.

Q. (By Mr. Seyfarth.) Now, there is a department known as the squeezer floor?

A. Yes.

Q. You say lighter work is also performed on the squeezer floor as well as on the bench floor?

A. Yes, sir.

Q. Would you say that the squeezer floor and the bench floor are the same?

A. The same type of castings or a similar type of castings can be made, also are made on the squeezer, but a different operation, that is, it is somewhat different. It requires less experience to operate the squeezer than the bench.

Q. Now, are you familiar with the work performed on the roller floor?

A. It is almost—yes.

Q. What kind of work is performed there?

A. It is almost next to the bench work, it is lighter bench work.

Q. Would you say it has the lowest degree of skill 702 in molding?

A. I think I would class it as about bench floor work.

Q. (By Trial Examiner McCarthy.) Then the squeezer is lower than the roller floor?

A. Yes.

Q. The squeezer requires less experience on the part of the worker than is required in the roller, is that your opinion?

A. Well, that depends what sort of rollers are made, you see. If the rollers are made, let us say, in such a manner as the other jobs are made on the bench, then it requires an operation as on the bench; but if the rollers are made in a different way, then I think it is next.

Q. It is all addressed to the work of a molder on these floors, is that correct?

A. Yes.

Mr. Seyfarth: I understand—

Trial Examiner McCarthy: In other words, is there molder work on a roller? Do you have molders in all of those operations?

The Witness: That is it.

Q. (By Trial Examiner McCarthy.) On the iron floor?

A. And the side floor.
Q. The side floor?
A. And the bench.
703 Q. The bench and the squeezer?
A. Yes, sir.
Q. And then you have the roller?
A. The roller, let me explain, that is where I don't like to be confused on that point. There is one certain job on these rollers, see, that the Link Belt has so much use of it, that they need a few fellows to work on that particular job right along, on the rollers, and once you are used to it, you just put it over, you just go through it there, and over and over and over.
Q. (By Mr. Seyfarth.) Now, are you familiar with the work performed on the machine floor?
A. Yes, sir.
Q. What is done there?
A. The machine floor, the operation is almost similar to the squeezer, but with a bigger size of castings, bigger size of machines, but it is also known as plate work.
Q. (By Trial Examiner McCarthy.) What is the difference between the work done on the bench which is larger than the squeezer and the work done on the machine floor? Why do they have the two of them?
A. You mean the squeezer?
Q. Why do they have the machine and the bench?
A. The squeezer you mean?
Q. No, the squeezer, it is small work?
704 A. Smaller machine work.
Q. Smaller machine work?
A. Yes. Well, you see, I will illustrate—
Q. Here is a piece of paper.
(Handing paper to the witness.)
A. With your permission, Mr. Examiner, I can give you a photographic picture. I have some with me, if you care to see them.
Q. That will be fine.
A. That will help me, and maybe it will help you if I show them to you.
Q. Show them to counsel for the Respondent.
A. Well, would you mind, please, coming up here? This is a blueprint, that is why I can't read it, so I will show you.
Here is a squeezer and everything. Just a second, just a second, I will show you. Now, here you see, this is

machine work, but on a smaller type of casting. You see this is a squeezer (indicating).

Trial Examiner McCarthy: Just a minute, what are you referring to? We want that identified.

A. "The Foundry", an old trade magazine.

Mr. Seyfarth: He is referring to certain pictures appearing on page 81 of a publication entitled "The Foundry", July, 1937 issue.

The Witness: Yes. Now, I will illustrate to you.

705 This is the squeezer here, a small type of machine, for a small type of job. You see, the size of the flask. This is the machine floor, a bigger size machine floor, where the bigger castings are made, and also on the plate (indicating pictures).

Q. (By Mr. Seyfarth.) Don't they need a crane on the machine floor where they do not need one on the squeezers?

A. On the squeezer, it don't need no crane.

Q. On the machine floor they do need a crane?

A. Whenever the casting is large. Sometimes the employees get on each end and move it, and sometimes if it is too heavy they use a crane. Now, this is also a type of squeezer (indicating). Those are illustrations in that particular magazine, and things like that, see.

Now, there are other pictures that could be used to illustrate and clarify what I mean. Well, just another thing, that is known as a floor lay-out, for some bigger job (indicating).

Q. (By Trial Examiner McCarthy.) Is that similar to the iron or main floor?

A. Similar to the iron or main floor, yes.

Mr. Seyfarth: The witness is referring to a picture on page 20 of the July, 1937 issue of "The Foundry".

Q. (By Mr. Seyfarth.) Are you familiar with the kind of work performed in the core room?

706 A. In the sense of knowing what is done there, yes.

Q. What is done there?

A. Well, the cores are made there that the molders use.

Q. Are they large or small cores?

A. According to the size of the pattern and requirements or specifications of the castings.

Q. They make all cores in the core room, whether they be large cores or small cores?

A. Small or large—

Q. They are all made in the core room?

A. They are all made in the core room.

Q. Are you familiar with the work done on the steel floor?

A. Yes, sir.

Q. What kind of work is done there?

A. You refer to the operation, or what?

Q. Just answer it the same way as you have answered the others.

A. I can't be familiar with all the work done there, but it is also used to do different things. I don't know what you mean by "familiar".

Q. (By Trial Examiner McCarthy.) What kind of work is done there?

Q. (By Mr. Seyfarth.) What kind of work is done there?

A. Almost the same type of castings as in the grey iron foundry.

707 Q. (By Trial Examiner McCarthy.) Why do they have a separate room known as the steel room? What is the reason for that?

A. Well, the difference between the iron and steel castings, there is a difference in the physical composition of the castings.

Q. (By Mr. Seyfarth.) There is a difference in the type of metal used?

A. That is right.

Q. Now, when you worked for the Link Belt Company was the foundry a one story building?

A. Up to the late months before I went out, until they were remodeling it, and raised it up to the second floor, you know.

Q. Did the second story occupy the entire area of the building, or was it just on one side?

A. It was over the side floor and the bench floor.

Q. Over the side floor and the bench floor they put a second story?

A. A second story, yes.

Q. Do you know what was kept on the second floor?

Q. (By Trial Examiner McCarthy.) Did you ever work up there?

A. No, sir, I was not, because it is just about that time when I was laid off. Then the company began moving up the squeezers and probably the benches, whatever it would be.

708 Q. In other words, you were not there when they started to move?

A. I couldn't say.

Q. You don't know?
A. No, I don't.
Q. (By Mr. Seyfarth.) Do you know how long the building known as the foundry building is?
A. Which?
Q. (By Trial Examiner McCarthy.) How long is it?
Q. (By Mr. Seyfarth.) How many feet?
A. The entire building.
Q. (By Trial Examiner McCarthy.) Yes, the entire building?
A. Oh, I don't know how long.
Q. (By Mr. Seyfarth.) Would you say between four and five hundred feet long?
A. I don't know, that would be approximate, but I never paid any attention to it.
Q. Do you know how wide that building is?
Q. (By Trial Examiner McCarthy.) Is it a square building or is it oblong?
A. It is oblong. It was wide, I would say sixty, seventy, eighty feet, something like that.
Q. (By Mr. Seyfarth.) Do you know approximately how many employees worked in the foundry building?
A. In the foundry all together?
709 Q. Yes.
A. I don't know exactly, you see, but according to the fellows who probably knew about it, I would say about two hundred and seventy-five, maybe some would say three hundred, things like that; but I never took the trouble to find it out, you see, because it is none of my business.
Q. Did you make parts for motors?
A. For what?
Q. For motors, in the foundry?
A. Molders?
Q. Yes.
A. What molders do you refer to?
Q. Gasoline engines, and one thing and another?
A. No, not in this foundry.
Q. Did you make parts for cranes?
A. Yes, sir.
Q. What kind of parts did you make?
A. Oh, there would be gears—
Trial Examiner McCarthy: What is the purpose of this line of questioning, is he as competent to testify to the types of operation as is Mr. Berry, or are you testing him?

Mr. Seyfarth: I want to test this witness' knowledge.

Trial Examiner McCarthy: After all, his testimony is not the best evidence as to operations. I think I see what you have in mind, but let us get over it. We
710 have been dragging along here for quite a while. It is bound to be repetitious, because I assume Mr. Berry will clarify a lot of points in a clear way much more competently because that is in the nature course of his work.

Mr. Seyfarth: I assume that is correct, Mr. Examiner, because this witness only worked—

Trial Examiner McCarthy: He is only a molder.

Mr. Seyfarth: —only worked in one section of the building.

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: That is exactly what I would like to bring out.

Q. (By Mr. Seyfarth.) You first started working on the south end of the iron floor, is that correct?

A. Correct.

Q. What did you do there?

A. The same casting, the same thing I was doing on the molder on the side floor, whatever the foreman would give me to mold.

Q. (By Trial Examiner McCarthy.) Molding?

A. Molding.

Q. (By Mr. Seyfarth.) What did you mold on the south end of the iron floor?

A. What did I mold?

Q. Yes.

711 A. Different kinds of castings.

Q. (By Trial Examiner McCarthy.) It depended upon what kind of patterns they gave you, is that right?

A. Yes, sir.

Q. What kind of patterns did the boss give you?

A. I can't recollect, because every day I got two or three different kinds of patterns.

Q. (By Mr. Seyfarth.) Tell us generally what kind of patterns you would get.

A. It would be gears, flywheels, or machine stands, or gear housing, something like that, along that line.

Q. You had done that type of work for many years prior to coming to the Link Belt Company, hadn't you?

A. Yes, sir.

Q. You were experienced in doing this type of work, were you?

A. I had always done it to the satisfaction of every company that I was with. I was never fired until I came to Link Belt.

Mr. Seyfarth: I don't think that is responsive to my question.

Will you read the question again?

Trial Examiner McCarthy: Read the question and answer, please.

(Question and answer read.)

712 Trial Examiner McCarthy: You can say yes or no.

A. Yes.

Q. (By Mr. Seyfarth.) In your application for employment with the Link Belt Company did you state to them that you had experience on the grey iron bench?

A. Yes.

Q. In other words,—

A. Grey iron and the steel bench and floor.

Q. In other words, that was your speciality, was it, Mr. Bozurich?

Q. (By Trial Examiner McCarthy.) Have you got any specialty? Are you a specialist in any particular kind of molding?

A. No, I considered I was an all around molder, iron or steel work, any kind of foundry work. Of course, there are other foundries, like glass foundries, that I don't consider in this.

Q. Is there any such thing as a specialist in molding?

A. No.

Q. (By Mr. Seyfarth.) Can a molder do better molding in small work than he can in large work?

A. You see—

Q. Just answer yes or no.

Trial Examiner McCarthy: Answer it yes or no, and then explain your answer.

A. Yes.

713 Trial Examiner McCarthy: If you want to explain your answer, go ahead and do so.

A. Yes. On small work, usually on that work it does not require as close attention as the big work.

Q. (By Trial Examiner McCarthy.) And you were accustomed to give your work close attention?

A. Whenever it required it, whenever it needed it, I did.

Trial Examiner McCarthy: The witness claims he is an all around molder, not a specialist.

Mr. Seyfarth: I just asked the witness now, and I would like to have him answer.

Mr. Reynolds: He gave you an answer.

Mr. Seyfarth: What was it?

Trial Examiner McCarthy: Read the question and answer, please.

(Question and answer read.)

Q. (By Mr. Seyfarth.) For how long a period did you do molding on the south end of the iron floor?

A. Well, I couldn't recollect the dates exactly, but I think—

Trial Examiner McCarthy: Just approximately.

A. Approximately, about two months before I was laid off, maybe a little more or a little less.

Q. (By Trial Examiner McCarthy.) Is that correct? You came in there eighteen months before you were laid off?

714 A. Yes.

Q. At the south end?

A. Yes.

Q. How long did you work at the south end?

A. As I recall, maybe—

Q. Your previous testimony was that you worked nine months at the south end.

A. Approximately eight or nine months.

Q. Then you went to the sprocket floor?

A. The side floor.

Q. The side floor. How long did you work there, about?

A. I think it was during the summer.

Q. Say three months?

A. It would be a little more than that.

Q. Then you moved to the north end and worked there three months?

A. A little more or so.

Q. About that?

A. I couldn't say exactly, I didn't keep the dates.

Q. (By Mr. Seyfarth.) Do you know why you were transferred from the south end of the iron floor to the sprocket floor?

A. Certainly, sir.

Q. What kind of work did you do on the sprocket floor?

A. Almost the same kind of work I would be doing on the main floor; but on the side floor one day my 715 foreman came to me and said to me, "Paul"—

Q. Just a minute.

Trial Examiner McCarthy: He is trying to explain.

Mr. Seyfarth: No, he is away ahead of me, he is trying to explain why he was transferred to the north end I want to stay on the sprocket floor a little while if the witness will let me.

The Witness: Go ahead.

Q. (By Mr. Seyfarth.) What kind of work did you do on the sprocket floor with regard to your job there?

A. I continued the same type of work I would do on the south end floor.

Q. Did you make the same kind of moldings on the sprocket floor as you made on the iron floor?

Trial Examiner McCarthy: Now, we will have to stop this. The witness has explained very thoroughly it was heavy work on the iron floor and small work on the sprocket floor. That is his evidence. I don't know what counsel is trying to develop right now, but it is repetitious.

Q. (By Mr. Seyfarth.) Did you make molds for worm gears on the sprocket floor?

A. Yes.

Q. Why didn't you tell us about that?

A. I said when I was shifted to the side floor or the sprocket floor. Then you called for work on the
716 same floor; and he would give me the job—

Trial Examiner McCarthy: We don't care about the foreman.

Q. (By Mr. Seyfarth.) I don't care about the foreman, I am asking you about the type of work.

A. I would do almost exactly the same type as I was doing on the main floor.

Q. (By Trial Examiner McCarthy.) On the sprocket floor the work is of a lighter character, it is lighter jobs, isn't it?

A. Naturally.

Q. That is why it goes to the sprocket floor, is that correct?

A. No, here is the idea. When I was shifted to the side floor, does to the space, the small space there I was assigned to work in, and also—well, there was a molder over there, and the foreman would take over to me the lighter castings because there was not space for the big castings.

Q. Isn't it true that ordinarily you make lighter castings on the sprocket floor on the iron floor?

A. Yes, sir.

Q. (By Mr. Seyfarth.) You were making molds for worm gears on the sprocket floor?

A. Yes, sir, small worm gears.

Q. Did they make those small worm gears on the iron floor?

A. Yes, sir.

717 Q. (By Trial Examiner McCarthy.) Did you make the small worm gears on the iron floor?

A. Yes, sir.

Q. (By Mr. Seyfarth.) Did you continue making them on the sprocket floor?

A Yes, sir, I did.

Q. Do you know why it was that they continued to make small worm gears on the sprocket floor when they had started to make them on the iron floor?

Mr. Reynolds: If the Examiner please, I think he has already explained that.

Trial Examiner McCarthy: Now he is asking the reason why.

Do you know why? Do you know why they continued to make them?

Will you read that question?

(Question read.)

Trial Examiner McCarthy: Do you know why it was? If you don't know, say so.

A. Mr. Examiner, if I am permitted to, I would like to explain.

Trial Examiner McCarthy: Answer that. Do you know?

A. Yes, I know.

Mr. Seyfarth: Now, explain.

Trial Examiner McCarthy: Now, explain your answer.

718 A. For example, at the beginning of the day's work, the foreman comes to me and turns over to me castings of this size, let us say, that the day's work would be—would run about eight hours. Now, I am through with this particular casting or a mold, let us say, about three o'clock, instead of four-thirty or four o'clock. Let us say it would be at three-thirty.

Now, the foreman looks over the jobs I have at my disposal to work on before I go home, and then he turns over to me, see, any other molding, any other small job I can finish before I leave for home, because you cannot start work and leave it in the foundry because—

Q. (By Trial Examiner McCarthy.) It takes less time to make the small casting than the big one?

A. Yes, sir. That is usually what they call a "fill-in", filling in that time instead of waiting until the quitting time.

Trial Examiner McCarthy: That is enough.

The Witness: In such a case I would get either a gear or some other type of casting, and other men got it, too.

Trial Examiner McCarthy: I think that is an answer and an explanation.

The Witness: All right, yes.

Q. (By Mr. Seyfarth.) How did the worm gears that you made on the side floor weigh?

719 A. Oh, I think it would amount to about close to 90 or 100 pounds, if I am correct, I don't know exactly, but I mean that it was approximately that.

Q. Was there a two-ton crane there on the side floor, in the side room?

A. I don't know how many tons, but I believe—

Trial Examiner McCarthy: There was a crane there?

A. There was a crane there.

Q. (By Mr. Seyfarth,) There was also a crane on the iron floor, wasn't there?

A. Yes, sir.

Q. Was the crane on the iron floor a ten-to fifteen ton crane?

A. About that.

Q. Will you state what is the fact regarding the use of the lighter crane for these 80 pound worm gears?

Trial Examiner McCarthy: What is that?

Mr. Seyfarth: Will you read the question?

(Question read.)

Trial Examiner McCarthy: That is not clear.

Q. (By Mr. Seyfarth.) With regard to its convenience. In other words, is it more convenient to use a two ton crane for an 80 pound worm gear than to use a ten to fifteen ton crane?

A. May I answer in a little different form?

720 Q. I just want an answer to that question.

A. You see, when you refer to that particular gear, I know which one you refer to, but either on the grey iron floor, on the main floor, or the side floor, wherever that gear is made, we don't use no crane.

Q. (By Trial Examiner McCarthy.) You don't use any crane?

A. No, if you are on the iron floor, or wherever you

are, it is such a type of casting, at that time, that particular time, with this gear, there was a big order for the worm wheel gears. My foreman comes to me and says, "Paul, here is a fine job for you." He says, "I will give it to you."

He probably thought I never made such a job before, because he was a new foreman.

I say, "All right, Bill, I will take the job."

Q. Just a minute—

A. Just a minute.

Q. Is that the time that you got a raise in salary?

A. No, I am speaking about this gear.

Trial Examiner McCarthy: Proceed.

A. He says himself, take a week, take two weeks time on it, practice on it, regardless of how you make it, but make a good job, and don't have too much scrap. It is a three-part mold.

So I took the job, and from the very first day the castings turned out very good because I worked on this
721 job before and I know what I am doing.

There was one order I think around 100 or so on the first order. Then I was through with that order, and the castings came out good, and he brought me another order, then another order.

Trial Examiner McCarthy: What was that to do with the crane?

The Witness: I don't know.

Mr. Seyfarth: I don't think the crane is significant after he was transferred to the side floor or the sprocket room. There was special work—

The Witness: That is not the case.

Q. (By Mr. Seyfarth.) Isn't that the reason you were transferred?

Q. (By Trial Examiner McCarthy.) You could do your work better in the sprocket floor so you got a transfer into the sprocket room?

A. No, no, that work would come later on on the main floor by another man, by Mr. Julius Robinson.

Q. There might be some good reason. Did the work pile up which compelled the man who routes the work throughout the plant to use the sprocket room as additional working space? Is that a fair statement?

A. Well, I don't know.

Q. In other words, the point is that you were
722 transferred from the grey iron floor to the sprocket floor, and then back to the north end of the grey iron

floor and lost your seniority. The Respondent's position is that the work, the necessities of the work, required that transfer.

Now, what is your answer to that, or explanation, if you can make one?

A. Well, the reason why I was changed, but I was told to go where I went.

Q. I see.

A. But wherever I go I would continue to do the same type of work, I mean, in my line of work.

Q. (By Mr. Seyfarth.) Can you answer this question:

Was it more convenient, was there more room to make these worm gears on the sprocket floor than on the iron floor?

A. As a matter of fact, there is larger space on the iron floor than in the particular small place where I was working. There was actually no space there provided for an operator to work in.

Q. And do you say it is not necessary to use a crane with the worm gears of that particular size?

Q. (By Trial Examiner McCarthy.) The 100 pound worm gears?

A. Yes, approximately 90 tc 100 pounds, something like that.

Q. (By Mr. Seyfarth.) It is not necessary when you have enough help, in other words?

723 A. Well—

Q. Would a crane be used if you didn't have a helper?

A. No, we can't use it, just we—

Q. Pardon me?

A. We can't use the crane.

Q. Didn't you ever use a crane on one of these worm gears?

A. No, it was handled by hand. It was a small worm gear. It is made in three parts, and you waste time if you wait for a crane. You can roll it over by hand, like that, if somebody comes to help you.

Q. Didn't you get a raise in salary about the time you went over to the sprocket floor to do work on these worm gears?

A. I can't say it was at that time, but I know it was done.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Do you know the approximate date that you were transferred to the sprocket floor?

A. I don't know the approximate date.

Q. The company's records will show when you got the raise. You don't know when you were transferred, though, do you?

A. I think it was—I know it was in the winter time, something like that. I think it was the end of 1936 and the beginning of 1937, something like that.

Q. Is that about the time that you got the raise?

A. Well,—

Q. Along about that time?

724 A. I really can't tell you, because I never kept track.

Q. A man always remembers when he gets an award for good work or something of that kind. Don't you remember?

A. No, I don't remember exactly the date, because there was a number of increases in wages.

Q. That everybody got?

A. That everybody got, not I in particular.

Q. I thought you got a special raise?

A. No, not that I know of, it would go generally.

Q. On a flat scale?

A. On a flat scale, so much percentage or per hour, like that, as far as I know.

Q. (By Mr. Seyfarth.) As far as you know?

A. Yes.

Q. You may have gotten an individual raise, too, mightn't you?

A. I would never know that.

Q. (By Trial Examiner McCarthy.) You would know it if anybody would?

A. What?

Q. You would know better than anybody else if you got more money than the man next to you, wouldn't you?

A. That is right.

Q. You knew how much money Gus was getting, didn't you, or do you?

725 A. Well, I don't know outside of what he himself would say, that is all. Of course, the type of work—

Trial Examiner McCarthy: Just a minute.

Is it your point this witness got an extra raise over the general scale?

Mr. Seyfarth: I would like to find out about that, if the Examiner please.

Mr. Reynolds: If the Examiner please, I suggest that he look at the company's records.

The Witness: Yes, that is the best thing.

Cross-Examination (Resumed).

Q. (By Mr. Seyfarth.) Now, Mr. Witness, you remained on the sprocket floor for two months?

A. Longer than that.

Q. How long?

A. Oh, I think about four or five months, I don't know exactly, I didn't keep track of it, but I know it was about two months or so before I went out from the plant altogether.

Q. (By Trial Examiner McCarthy.) That you were transferred from the sprocket floor?

A. Yes, sir.

Q. In other words, you were only at the north end of the grey iron floor for about two months?

A. About or maybe a little more, I don't remember exactly. I never had it in mind to keep track of it.

726 Q. You don't know?

A. No.

Q. (By Mr. Seyfarth.) Did you state in your direct examination that you were transferred from the sprocket floor to the north end of the iron floor because you kicked about it?

Trial Examiner McCarthy: Kicked about what?

Mr. Seyfarth: That was the expression that he used on direct examination.

A. Well, I said on direct examination, as I can recall, I would complain to my foreman, Bill Morely.

Q. (By Mr. Seyfarth.) What did you say to him?

A. I would complain to him that I would like to be taken back to the place where I originally started, due to the fact that this place was inconvenient for to work.

Q. Did you say it was unsafe?

A. Unsafe, too, yes. It was a dangerous spot because that particular spot, you see—if you have a blueprint here, it will show it to you, I can show it to you.

Q. All right.

(Handing blueprint to the witness.)

A. That was what my complaint was about. It is right there (indicating), I would be right here, somewheres here (indicating). And whenever the molders on this side of the floor would need flasks, the flasks they made the mold of—did you ever see them?

727 Mr. Seyfarth: He is indicating the north end of the floor. Is that right?

The Witness: The side floor.

Mr. Seyfarth: Yes.

The Witness: Whenever the molders that worked on this side floor—

Q. (By Trial Examiner McCarthy.) On the iron floor?

A. The side floor, when they needed a flask they would come back here and pick it up here (indicating).

Q. (By Mr. Seyfarth.) Picked it up where?

A. Somewhere on this floor or bring it from the outside, you know.

Q. (By Trial Examiner McCarthy.) On the crane?

A. On the crane, then they hooked it up on the crane and swung it over to another floor. You see, there was a smaller—

Q. (By Mr. Seyfarth.) And in swinging it from the iron floor to the roller floor or squeezer—

A. No, no, to the side floor.

Trial Examiner McCarthy: To the side floor.

Mr. Seyfarth: To the sprocket floor.

The Witness: To the sprocket floor.

Trial Examiner McCarthy: This is all in reference to Respondent's Exhibit No. 1 for identification?

Mr. Seyfarth: Yes.

The Witness: Whenever they would transfer those

728 things, you see—

Q. (By Trial Examiner McCarthy.) You swung it from the iron floor to the sprocket floor, and then what?

A. There was danger in that swing of bumping into you because I was working right here; also there was a ladle of hot metal there (indicating).

Q. About the center?

A. Next to me.

Q. About the center of the sprocket floor?

A. Yes. If you transferred the hot metal from here, from the cupola—

Q. The cupola?

A. I think it is here (indicating).

Q. The cupola or the furnace is there?

A. Yes. You have to understand—

Q. On the west side of the iron floor. You see, we have to make this clear in the record.

A. That is right. I did complain to him about that when he put me there to work.

Q. (By Mr. Seyfarth.) How many times did you complain?

A. I think several days after I started working there, maybe a week or so after this, then I didn't say anything, see, I just let it go, just let it go.

Trial Examiner McCarthy: We will have a recess for five minutes.

729 (A short recess was taken.)

Mr. Seyfarth: What was the last question?

(Question and answer read.)

Q. (By Mr. Seyfarth.) How many molds for worm gears were you able to make per hour?

Mr. Reynolds: I object to that on the ground that it is immaterial.

Mr. Seyfarth: It is material to show whether or not this man is able to do the work.

Mr. Reynolds: I object further on the ground that there is no charge of inefficiency made by the company in their answer. They allege other grounds.

Trial Examiner McCarthy: That is right, objection sustained.

Mr. Reynolds: Unless they want to amend their answer.

Mr. Seyfarth: I would like to point out at this time, Mr. Examiner, that we are not contending that this man was laid off for inefficiency. That is not the contention. The contention, if it please the Examiner, is that he was transferred from the side room or sprocket room back to the iron floor because he was not able to perform this particular function as well as the other men on the sprocket floor, which has nothing to do with the lay off, but rather, it is going to combat the contention of the witness that there was a conspiracy here to shift this man around

730 in order to put him in a position where he did not have as much seniority as when he originally started to work.

Trial Examiner McCarthy: The witness may answer on that ground.

Read the question, please.

(Question read.)

A. In that particular work, on that particular gear,

we were working nine hours a day at that time, and my average would be regularly eight gears a day.

Q. (By Mr. Seyfarth.) Eight?

A. Eight gears a day.

Trial Examiner McCarthy: Eight gears a day?

Q. (By Mr. Seyfarth.) Eight gears a day?

A. Yes, sir.

Q. Did your foreman ever complain to you about your slowness in making molds?

A. Never, never.

Trial Examiner McCarthy: Is his foreman named Morely?

Mr. Seyfarth: Morely.

The Witness: Morely.

Trial Examiner McCarthy: Morely was the foreman?

The Witness: Yes.

Q. (By Mr. Seyfarth.) The foreman was W. A. Morely, is that right?

A. We call him Bill.

731 Q. And your foreman never had any such conversation with you, about the speed with which you made molds?

A. No, sir; no, sir.

Q. Did Fred Skeets ever say anything to you about the speed with which you made molds?

A. Never.

Q. You were then transferred to the north end of the iron floor?

A. Finally, yes.

Q. And you stayed there about two months, when you were discharged?

A. Two months or maybe more, a little bit, I don't know exactly.

Q. (By Trial Examiner McCarthy.) About two months?

A. About two months.

Trial Examiner McCarthy: That is near enough.

Q. (By Mr. Seyfarth.) You did the same type of work on the north end of the iron floor as you did on the south end, at each end of the iron floor?

A. Approximately, yes.

Q. Generally speaking, it was the same. Now, calling your attention to the day that you were laid off, Mr. Bozurich, you said that Mr. Erickson asked for the cards?

A. The labor cards.

Trial Examiner McCarthy: The labor shop cards.

732 Mr. Seyfarth: The labor shop cards.

The Witness: The labor shop cards and the time cards, the time cards, you know.

Q. (By Mr. Seyfarth.) Yes. Do you know whether or not this was for the purpose of figuring up the amount of pay you had coming?

A. I don't know, because when he came down he asked for me—for the labor shop cards and the time cards. That was not his habit, of doing this thing before.

Q. You had never been laid off before, had you?

A. I mean, it was never done before that when I was working in there. We returned the cards at the end of the day's work.

Q. My question—

A. I says, "What is this all about, do you fellows intend to kick me out?"

He said, "Paul, you will have to see Skeets about it."

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) My question originally was, had you ever been laid off before. Answer yes or no.

A. You mean in the plant?

Q. In the plant.

A. No.

Q. You testified to a conversation you had with Mr. Berry on March 3, 1938, at which time you said you
733 were distributing handbills at the gate and Mr. Berry walked up to you and said something. Will you repeat again what it was that Mr. Berry said? I didn't get it.

Trial Examiner McCarthy: I don't think that testimony is material to the issues in this case, it was afterwards.

Mr. Seyfarth: I would like to be straightened out on it. The term he used didn't seem to fit in with the previous situation.

Trial Examiner McCarthy: He said it sounded like they were joshing back and forth.

Q. (By Mr. Seyfarth.) Was it a fact that you were joshing back and forth?

A. It was, he showed it to me, and I showed it to him.

Q. Did you use the word "demonstration"?

A. No, no, menstruation.

Q. Did you ever have any trouble with your hearing?

A. With my hearing?

Q. Yes.

A. I think it is pretty good so far.

Q. Did you ever ask for any other job from the Link Belt Company other than a molder?

A. You mean during the time that I was working or when I filled out the application?

Q. At any time?

A. No.

734 Trial Examiner McCarthy: Let's specify the time. I think it would make a difference if a man was laid off, he might ask for any job.

Q. (By Mr. Seyfarth.) Subsequent to the time that you were laid off, did you ever ask for any other job than that of a molder?

A. Nothing, except I—

Q. Just answer the question.

A. No, not outside of a molder.

Mr. Seyfarth: That is all.

Trial Examiner McCarthy: That is all.

Mr. Reynolds: Just a minute. Mark this Board's Exhibit—the next Board Exhibit number.

(Thereupon the document above referred to was marked "Board's Exhibit No. 17", for identification.)

Redirect Examination.

Q. (By Mr. Reynolds.) I show you this booklet which has been marked Board's Exhibit 17 for identification and ask you if you know what it is?

(Handing document to the witness.)

A. Yes, this is known as a membership book of the Independent Union of Craftsmen.

Q. Did you ever see one of these before?

A. Yes, sir.

735 Q. Who showed you one of them?

A. Once Mr. Julius Robinson showed me when he asked me to pay the dues, and I seen some of the other employees showing theirs, too.

Mr. Reynolds: I will introduce this in evidence as Board's Exhibit 17.

Mr. Wham: May I see it, Mr. Reynolds?

Mr. Reynolds: Yes.

(Handing document to counsel.)

That is all I have.

Trial Examiner McCarthy: It may be received.

(The document heretofore marked "BOARD'S EXHIBIT NO. 17", for identification, was received in evidence.)

Recross Examination.

Q. (By Mr. Wham.) Whose book is this, Board's Exhibit 17?

A. I don't know.

Q. Where did you get it?

A. Mr. Reynolds just gave it to me to look at.

Q. Who?

A. I say, Mr. Reynolds just gave it to me to look at now.

Trial Examiner McCarthy: It is a blank book?

Q. (By Mr. Wham.) You did not produce this?

Trial Examiner McCarthy: Just a minute. It is a blank book, isn't it?

736 Mr. Wham: No, there are some signatures in there.

Q. (By Mr. Wham.) Did you produce this?

Mr. Reynolds: I produced it.

Mr. Wham: Oh, you produced it?

Mr. Reynolds: Yes.

Q. (By Mr. Wham.) Mr. Bozurich, when were you—

Mr. Reynolds: Pardon me just a minute, has this been received?

Trial Examiner McCarthy: It has been received, yes.

Q. (By Mr. Wham.) When you were testifying on direct examination yesterday the Trial Examiner asked you a number of times certain questions, and you would say "I am coming to that." Have you rehearsed this testimony of yours before?

Q. (By Trial Examiner McCarthy.) Do you know what "rehearse" means? Have you arranged it?

A. I know what you mean, to what particular questions do you refer?

Trial Examiner McCarthy: He wants to know whether you have arranged your testimony before?

A. Never, no.

Q. (By Mr. Wham.) You never went through it before?

A. No.

Mr. Wham: That is all.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

737 The Witness: Thank you.

(Witness excused.)

JOSEPH LACKHOUSE, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) State your name and address.
A. Joe Lackhouse, 3838 South Union Avenue.
Q. (By Trial Examiner McCarthy.) How do you spell that name?
A. L-a-c-k-h-o-u-s-e.
Q. (By Mr. Reynolds.) Are you an employee of the Link Belt Company?
A. Yes, sir.
Q. What department do you work in?
A. In the steel cleaning shed.
Q. How long have you worked for the company?
A. Four years.
Q. Are you a member of the C. I. O.?
A. Yes, sir.
Q. (By Trial Examiner McCarthy.) What kind of work do you do?
A. Steel cleaning shed and light cutting off, my general work.
738 Q. Cutting off what?
A. Risers on castings.
Q. (By Mr. Reynolds.) When did you join the C. I. O.?
A. Well, approximately the time the first fifty cards were distributed.
Q. In 1936?
A. Yes, sir.
Q. Now, do you remember when the Independent Union was started at the Link Belt Company?
A. Sometime in April, 1937, I think.
Q. Did anyone ask you to join the Independent Union?
A. Yes, sir.
Q. Who?
A. Well, I know my brother come in one time in the steel shed with a piece of paper in his hand, which had a little wording on it, to join the Independent Union. We were all working at that time, but from the noise in there—there is a lot of noise in the chipping room—I couldn't understand what he was talking about, and I asked him to step outside, so we stepped outside, and he showed me the paper, and I said to get out of there.

He says "I have to go around with it", my brother says. That is all that was said. I had nothing to do with that, and he went back to the foundry.

Q. Did anyone else ever ask you to join the In-
739 dependent Union?

A. There is always discussion down there, fellows coming around, you know, about joining, but I didn't have nothing to do with it.

Mr. Seyfarth: I move that be stricken as not responsive to the question. He is not asking if he had any of that discussion about joining the Independent Union.

Q. (By Trial Examiner McCarthy.) Did you have any other solicitation?

A. Yes.

Q. Who was it, and when?

A. Well, Kowatch at one time.

Q. (By Mr. Reynolds.) Now, do you remember about when it was that Kowatch spoke to you?

A. Yes, that was on April 21st, because I remember that pretty well, I think it was right after the Wagner Law, if I am not mistaken.

Q. Now, what did Mr. Kowatch say?

A. Well, we were discussing about the union and he asked me to join, and I told him no. More or less the conversation was about that. I says to Kowatch, I says, "John", I says, "How is it now that they have done this? We have been working right along for nine hours a day, the whole plant in general was working nine hours a day
and they cut it down to eight hours, and they have
740 plenty work for nine hours or more."

"You know," he says, "You know how it is, out of sixty-five men there is only nine in the Independent."

Q. (By Trial Examiner McCarthy.) Sixty-five men where?

A. In the plant, in our department, sixty-five men in our department that was working, and out of sixty-five there is only nine Independent Union workers. "That is the reason, probably," he says, "that if you will get some Independent Union workers in there you could get it back."

Q. What does Kowatch do?

A. He was working in the office in the plant, in the foundry office.

Q. What does he do in the foundry office?

A. I think he takes care of all the work, all the work that comes in and lays it out. I guess that is right, I

don't know what he does, I am not sure, I guess that is what he does, I am not sure.

Q. (By Mr. Reynolds.) Well, did you say anything to Kowatch when he said that?

A. I told him all right, after he says about the nine men out of the sixty-five in the Independent Union. So I had a funny feeling, I guess that is the reason for it. Sure, enough, about three weeks later we came back to the nine hours a day. We had to work a few Saturdays to catch up on the work.

741 Q. Had more men joined the Independent Union at that time?

A. No, sir, not to my recollection.

Q. Did you ever see any solicitation for the C. I. O. during working hours?

A. Yes, there was one young fellow from the steel foundry—

Q. Now, do you understand my question? I said, for the C. I. O., during working hours.

A. No, for the C. I. O.?

Q. Yes.

A. After the Wagner Law there was quite a bit of it.

Q. (By Trial Examiner McCarthy.) During working hours?

A. No, sir.

Trial Examiner McCarthy: Listen to what he says.

Q. (By Mr. Reynolds.) Now, you were going to say that you saw other solicitation for the Independent?

A. Yes, sir.

Q. Who was that?

A. One fellow by the name of Zenon Petrouski, who belongs in the steel foundry.

Q. What did you see him do?

A. What is that?

Q. What did you see him do?

A. Going around with that same slip that I was talking about before. I think he was getting the employees' numbers only, I am not sure. I know there was one that

742 did that, I am not sure who it was; just the employees' numbers. They put their number down.

Q. This was during working hours?

A. Yes, sir.

Q. Who was your foreman?

A. At that time there was a Mr. McKinney.

Q. McKinney?

A. Yes, sir.

Q. Do you know whether or not McKinney observed any of this solicitation for the Independent Union?

A. Wait, I think I am going to change that name. Maybe it was Mr. Peters, Mr. Bill Peters, yes, sir.

Q. Now, do you know whether or not Mr. Peters saw this solicitation going on?

A. Well, I don't know if there is any trouble, but what I heard—

Q. (By Trial Examiner McCarthy.) No, did you see it?

A. No, sir.

Mr. Reynolds: That is all.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) What about this fellow, Zenon Petrouski? You say he was getting the employees' numbers?

A. Yes, sir, he was, going with that slip.

Q. What you mean, you saw that was for the union, 743 for some union?

A. On that heading, it says about the Independent Union.

Q. He had some slip of paper at the time?

A. Yes, sir, it had a heading on there, and he come along and ask me, "What is your number?"

I told him, and he put it down there, you know. I says, "No, nothing doing."

Trial Examiner McCarthy: That is all.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) What is your job in the steel cleaning shed?

A. Cutting off risers, off of the steel castings.

Q. You have worked for the Link Belt Company for four years, is that right?

A. Yes, sir.

Q. Still working for the Link Belt Company?

A. Yes, sir.

Q. Have you been an active C. I. O. member?

A. What do you mean, active? I have been a member, yes, sir.

Q. Have you attended the meetings?

A. I have attended a few.

Q. You have worn your button, too, haven't you?
A. What?
744 Q. You have worn your button, haven't you?
A. Yes, sir.
Trial Examiner McCarthy: Is that a sign of activity?
Mr. Seyfarth: It appears that this is a C. I. O. man and he is not laid off, if the Examiner please.
Mr. Reynolds: That is really remarkable, isn't it?
Mr. Seyfarth: It is astounding.
Trial Examiner McCarthy: Excuse me just a minute. I want to ask the previous witness if he wants to put this magazine in evidence.
Mr. Bozurich: Do you want it in? You can have it if you want it.
Trial Examiner McCarthy: No, I think the record is clear enough.
Q. (By Mr. Seyfarth.) Now, you said that your brother was employed by the Link Belt Company.
A. Yes, sir.
Q. What is your brother's name?
A. Frank.
Q. Your father is also employed by the Link Belt Company?
A. Yes, sir.
Q. What is your father's name?
A. George.
Q. Is your brother Frank a foreman?
A. No, sir.
745 Q. Where does he work?
A. In the core room.
Q. Is your father a foreman?
A. No, sir.
Q. Where does he work?
A. In the cupola.
Q. (By Trial Examiner McCarthy.) In the cupola?
A. Yes, sir.
Q. (By Mr. Seyfarth.) Do you remember the approximate date on which your brother asked you to join the Independent Union?
A. He asked me about the 20th, I guess.
Q. (By Trial Examiner McCarthy.) The 20th of what?
A. Of April.
Q. (By Mr. Seyfarth.) The 20th of April?
A. Or the 21st, I don't know.
Q. (By Trial Examiner McCarthy.) Of what year?

A. 1937.

Q. (By Mr. Seyfarth.) What time of the day or night was it?

A. It was in the afternoon, right after noon, about two or one-thirty. We had just got through with our dinner. I am not sure, because I don't want to discriminate, but I know it was during working hours.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) He came into the steel cleaning shed?

746 A. Yes, sir.

Q. Then you say that you went outside?

A. I told him to go outside, because I couldn't understand what he was talking about.

Trial Examiner McCarthy: All right, you went outside.

Q. (By Mr. Seyfarth.) Did you follow him outside?

A. Yes, sir.

Q. Was it following that that Kovatch asked you to join the Independent?

A. A couple of days, I don't know, now.

Q. Was it one or two or three or a couple of days?

A. About two.

Q. About two days afterwards?

A. Yes, the 21st, I know that.

Q. Then your brother must have asked you on the 19th, isn't that right?

A. Probably.

Q. You state now that your brother asked you to join the Independent on the 19th?

Trial Examiner McCarthy: He said "probably".

A. It is around in there, two or three days.

Q. (By Mr. Seyfarth.) Do you know Kowatch's first name?

A. John.

Q. What does he do for the Link Belt?

A. He works in the office. I imagine he lays out work.

747 Trial Examiner McCarthy: Don't imagine. What makes you think he lays out work? If you don't know, say so.

A. No, sir.

Q. (By Mr. Seyfarth.) You don't know what he does?

A. No, sir.

Q. Where were you when you talked to Kowatch?

A. Well, this was around during the noon, the lunch hour, and after lunch. He said he would see me later on.

Q. Just a minute, whereabouts did the conversation take place?

A. At that time the core room was in a different position than where it is now, and I used to go over there and eat with the fellows.

Q. It was in the core room?

A. Yes, sir.

Q. Whereabouts in the core room?

A. By the oven.

Q. Is there more than one oven in the core room?

A. One, that is all I know.

Q. What time of day or night was it?

A. Well, this was right at the noon hour at first, but then later on he said he would see me later on. That was when he really discussed it, which I just told you about.

Q. (By Trial Examiner McCarthy.) What time of day was that?

A. About one o'clock or one-thirty.

748 Q. (By Mr. Seyfarth.) You had a conversation with Zenon Petrouski?

A. No conversation, he just asked me to join.

Q. That was the conversation?

A. Yes.

Q. Where did this conversation take place?

A. It was in the steel shed.

Q. Where you were working?

A Yes, sir

Q And on what date?

A. Well, I guess it was—I think my brother came in the morning, and Zenon came in the afternoon; or was it a day later, I couldn't tell you.

Q. It was around the same time?

A. Yes, it was around the same time.

Q. What time of day or night did this conversation take place?

A. I think his was in the afternoon, around two-thirty.

Q. What does Zenon Petrouski do at the Link Belt Company?

A. He is a molder.

Q. (By Trial Examiner McCarthy.) What were you doing in the steel shed?

A. He was coming around with that slip.

Q. What were you doing in the steel shed?

A. That is where I work.
749 Q. That is the same as the steel cleaning shed?
A. Yes, sir.
Q. (By Mr. Seyfarth.) When was it that your division went from a nine to an eight hour day?
A. April 21st, I think that is when—a week later, something like that, we had a new boss in there, something like that, we just got a new boss by the name of McKinney.
Q. Is that when the plant went from nine hours to eight hours a day?
A. Yes, sir.
Q. About how many men are employed in the steel cleaning shed?
A. Well, when I says about that sixty-five, that included the iron. I guess that is what he meant when he said out of sixty-five men only nine are I. U. C. members; so I imagine that he took in the iron chippers and the steel chippers at the same time, because that is under the same supervision.
Q. Your boss did not tell you that, did he?
A. No, sir.
Q. It was Kowatch?
A Yes, sir
Q. Your boss was not anywhere around when he told you that, was he?
A. No, sir.
Q. How long did you stay at an eight hour day?
750 A. About three weeks.
Q. Then you went back to nine hours?
A. We went back to nine hours, we worked nine hours, and overtime, Saturdays, sometimes.
Q. Now, during the course of your employment for the Link Belt Company, Mr. Lackhouse, did you have the experience of a decrease in the number of hours that you would work in a day?
A. Yes, sir.
Q. That would happen on other occasions?
A. Not for any length of time.
Q. (By Trial Examiner McCarthy.) But it happened, though?
A Yes, sir
Q. (By Mr. Seyfarth.) It would happen?
A. Yes.
Q. How long would it happen on the other occasions?

A. I don't know now. It happened mostly with this here new boss, I imagine.

Q. Just a minute, had it happened before?

A. Just after the union activities.

Q. Just a minute. Prior to the 21st of April, 1937, had the employees of your department ever gone on a decreased number of hours in a day? Had they ever experienced a decrease in the number of hours they worked per day?

A. I guess you have all that in the records, sir.

751 Q. I am asking you.

Q. (By Trial Examiner McCarthy.) While you worked there, do you know? If you don't know, say so.

A. No.

Q. (By Mr. Seyfarth.) That is what I asked, whether you know.

A. Well, I will tell you, two or three times we have had off, yes, sir.

Q. Two or three times?

A Yes, sir

Mr. Seyfarth: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) How long were those times when you were cut down on the hours? How often?

A. When we didn't have work, but when we had work we worked with the rest of the plant. Now, there is my answer to his question now. There is times, for instance, and then at that time the whole plant was working nine hours a day, and we had plenty of work.

Q. (By Trial Examiner McCarthy.) You mean the steel shed?

A Yes, sir

Q. For the fellows then working in the steel shed?

A Yes, sir

Trial Examiner McCarthy: All right.

The Witness: We got plenty of work for nine

752 hours, but what they done to us, instead of giving us regular time with the rest of the fellows, they just let us work eight hours, and the work kept piling up. I don't think you can put it in this here room, as high as this here roof, with the work here stacked up.

Trial Examiner McCarthy: That is enough.

Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Seyfarth.) Your regular day was eight hours?

A. Not at that time.

Q. I say, your regular day.

Trial Examiner McCarthy: He is asking about your regular day.

A Yes, sir

Q. (By Mr. Seyfarth.) Who parcels out the work, the foreman?

A Yes, sir

Mr. Seyfarth: That is all.

Cross-Examination

Q. (By Mr. Wham.) You were discussing this point about the sixty-five men and the nine men, and so on, and you said, "Sure enough, about three weeks later we got back to nine hours."

A. Yes.

Q. What did you mean by "sure enough"?

753 A. The reason, on account of that, the way he come up to me and explained it.

Q. (By Trial Examiner McCarthy.) Who came up?

A. Mr. Kowatch. The way he explained it to me; a few fellows are in the majority of the sixty-five in the Independent Union, nothing like this would happen, we would have got our regular hours like the rest of the fellows because we had a majority in our department that would join the Independent Union. That is the way I understood him to say.

Q. (By Mr. Wham.) Well, you said, "Sure enough, we got back to nine hours."

A. That is the way, that is why I said it, "sure enough", because they couldn't break us. That is why we came back to nine hours.

Q. You mean they shut you down to eight hours to try to break you?

A. That is the understanding I got from John.

Q. So at the end of three weeks when they found they couldn't break you and couldn't get more than nine members for the Independent you got back to nine hours?

A. Yes, sir.

Q. What was it your brother Frank told you when you said that he should get out of there?

A. He says, "I got a slip from Olson, I was told to go down."

754 Q. (By Trial Examiner McCarthy.) He said he got the slip from Olson?

A. That is what he told me.

Q. (By Mr. Wham.) He got the slip from Olson?

Q. (By Trial Examiner McCarthy.) Who is Olson?

A. He is the general foreman.

Q. (By Mr. Wham.) You mean that he meant that he had to do it?

A. Yes, he had to go around and ask the fellows if they—to join up with the Independent Union.

Q. As a part of his job?

A. No, he is a core maker.

Q. I mean, he was assigned specially by the company to solicit for the C. I. O.?

A. Yes, sir.

Mr. Reynolds: Not the C. I. O., there is no testimony about the C. I. O.

Mr. Wham: I mean, the Independent.

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) You imagine that, did he say he got the slip from Olson?

A. He said he got the slip from Olson to go around and ask the fellows, to see if they would sign.

Q. Sign up?

A. In the Independent Union, yes.

755 Q. (By Mr. Wham.) Olson was assistant superintendent? At that time?

A. General forman.

Q. General foreman?

A. I guess that is what he is now.

Q. It was your understanding he was assigned at that time to go around and sign up for the Independent?

A. I don't see any other reason why. Why should he be walking around with the slip of paper in his hand?

Q. He was a member of the C. I. O. then, wasn't he?

Q. (By Trial Examiner McCarthy.) Your brother Frank?

A. Wait a minute—yes, sir.

Q. (By Mr. Wham.) Did you say Petrouski was only taking down the check numbers?

A. Yes, sir, that is all I saw on that slip.

Q. Was he getting anybody to sign?

A. There was a lot of them, and he was letting—well, I will tell you, we had a meeting at one time—

Q. (By Trial Examiner McCarthy.) Who is "we", the C. I. O.?

A. The C. I. O.

Q. Or the Independent?

A. The C. I. O., and I think that was the day—yes, Petrouski—maybe a day later, now, strike that out—some of us brought up a discussion about these fellows going around with the check numbers, signing up on the
756 company's time. We had a meeting after the meeting was over.

Q. (By Mr. Wham.) You mean the C. I. O. meeting?

A. Yes, sir. We asked a few fellows what to do about it. They said it didn't mean nothing, they are not supposed to be for it, just get them to sign Some signed, some didn't They didn't sign their names, just put the check numbers down.

Q. You mean some C. I. O. members signed?

A. Yes, they couldn't be sure it was not legal.

Q. In other words, you agreed in the C. I. O. meeting to sign with the Independent?

A. What?

Q. You agreed in the C. I. O. meeting to sign up with the Independent?

Trial Examiner McCarthy: He didn't say that, he said it would be all right if they did that. He didn't say they agreed, he said that it would be all right if they did that, according to the witness' understanding.

The Witness: Yes, because it was not legal.

Q. (By Mr. Wham.) Why wasn't it legal?

A. For the union to come out in the shop on the company's time, anything like that. That is why we signed, some of us.

Mr. Wham: Will you read that?

(Answer read.)

Q. (By Mr. Wham.) That made it illegal, is that right?

757 A. Right on the company's time, because the Wagner Law says it is illegal.

Trial Examiner McCarthy: The witness is not competent to say whether it is legal or illegal.

Mr. Wham: I am trying to get the decision which the C. I. O. came to.

The Witness: The Wagner Law says it is illegal.

Q. (By Mr. Wham.) The Wagner Act does?

A. Well, it says if the company—

Trial Examiner McCarthy: You don't have to answer that.

Q. (By Mr. Wham.) In other words, some of you boys got together in the C. I. O. meeting and decided that you would sign up with the Independent?

A. No, sir, because—

Trial Examiner McCarthy: Wait a minute. Go back and read what they said.

(Record read.)

Trial Examiner McCarthy: I think that clarifies it.

Q. (By Mr. Wham.) Well, did you sign?

A. No, sir.

Q. Those C. I. O. members who did sign only put down their check numbers, then, they did not sign their names?

A. Well, that is all I saw on that.

Q. (By Trial Examiner McCarthy.) Did you see 758 any C. I. O. members put down their names?

A. That is—not names, numbers.

Q. (By Mr. Wham.) They would just put down their numbers?

A. Yes.

Q. (By Trial Examiner McCarthy.) Who did that?

A. Zenon, he came around with a pencil and says, "Do you want to join? What is your number?" The fellows would tell him the number and he would put it down for them. I saw that.

Q. (By Mr. Wham.) In other words, the employees did not sign their numbers at all?

A. No, sir.

Q. Zenon did the writing?

A. Yes. Probably some of them signed it, I don't know.

Trial Examiner McCarthy: That is all, you don't know.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

Mr. Reynolds: That is all.

(Witness excused.)

Mr. Reynolds: Mr. Thomas.

JOSEPH THOMAS, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Give your name and address, please.

759 A. Joe Thomas, 3814 South Lowe Avenue.

Q. Do you work for the Link Belt Company, Mr. Thomas?

A. Yes.

Trial Examiner McCarthy: Keep your voice up so that we can all hear you. Just say yes.

Q. (By Mr. Reynolds.) How long have you worked there?

A. Right close to three years.

Q. Close to a year?

A. No, maybe three years.

Q. (By Trial Examiner McCarthy.) Three years?

A. Yes, sir.

Q. (By Mr. Reynolds.) What kind of work do you do? What department do you work in?

A. On the bench.

Q. Bench molder?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) Are you a molder?

A. Yes.

Q. (By Mr. Reynolds.) Are you a member of the C. I. O.?

A. Yes.

Q. When did you join, do you remember?

A. No, I don't remember.

Q. How long ago?

A. About a year ago.

Q. About a year ago?

760 A. Yes, a little over.

Q. Did anybody ask you to join the Independent Union?

A. Everybody, Splitz comes to me with piece of paper, sign your name.

I say I can't sign my name.

He says, "All right, I sign it myself."

And he signed it himself, my name.

Q. Did he say anything more to you about it?

A. That is all that day. The second day he come around again. He say, "Joe, sign name."

I say, "I sign yesterday."

He say, "All right, it is no good, I threw it away."

Q. (By Trial Examiner McCarthy.) It is no good, he threw it away?

A. Sure. I didn't sign no place.

"Joe," he say, "Sign him up anyhow, or maybe lose job."

Q. Splitz says to sign up or maybe you lose job?

A. Yes. I says, "I sign him up if you want to."

He come in Thursday about this piece of paper again and he say, "Joe, sign name."

I say, "What is the matter, I sign him up twice, I sign him up before yesterday and I sign him again."

He say, "Something wrong, no good."

I say, "I quit, I don't want sign at all."

Q. You didn't want to sign?

761 A. No.

Q. You didn't sign either day?

A. I don't sign. At noontime he come to me and he say—I was by him over there and he say, "Come on, Joe, come in office sometime, we want to see you".

Q. (By Mr. Reynolds.) Did you go in the office?

A. Yes.

Q. What happened when you got in the office?

A. I go in the office and I see some fellows—

Q. (By Trial Examiner McCarthy.) In the office, what office?

A. Some man over there.

Q. Do you know what man?

A. Some man with mustache, I don't know who he is.

Q. Was it Stanley? Do you know Stanley?

A. No, sir.

Q. You don't know Stanley, the employment manager?

A. Yes, sir.

Q. It was not Stanley?

A. No.

Q. Some man with a mustache was sitting there?

A. Yes, sir. He say, "What you want?"

I say, "Splitz sent me in office, you want something?"

He said he didn't want nothing from me. Splitz come in then and grabbed my hand, and he say, "Give

762 him piece of paper".

He say, "Sign his name."

I can't sign name, I say I will not sign. I said two times I sign, I don't like it.

He say, "Sign anyhow."

Q. Who said that?

A. Splitz, "Go ahead, sign again."

I say, "I am going out, go to work."

Q. (By Mr. Reynolds.) You did not sign?

A. No. A couple of times he come to me and say, "Sign them up."

I don't sign no place. A lot of people don't sign, I no sign.

Mr. Reynolds: That is all.

The Witness: That is all.

Q. (By Trial Examiner McCarthy.) Did you see the man with the mustache again?

A. No.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Joe, you were working for the Link Belt Company in May of 1936, weren't you?

A. 1936?

Q. That is right, two years ago?

A. About three years ago.

763 Q. (By Trial Examiner McCarthy.) How many?

A. About three years ago.

Q. Not three, two years ago.

A. Three years ago.

Q. (By Mr. Seyfarth.) It will be two years in May, won't it?

A. Two years?

Q. Think, back, think back and tell us how long you have worked for the Link Belt Company.

A. Not quite three years.

Q. Not quite three years?

A. No.

Q. (By Trial Examiner McCarthy.) When did you go to work for them, do you know? Do you know when you first went to work for them, in May?

A. May.

Q. In 1936?

A. 1936.

Q. 1936, 1937, that is two years.

A. I thought it was three years, excuse me.

Q. That is all right. But it was in 1936?

A. Yes, two years ago.
Q. (By Mr. Seyfarth.) You don't know whether it was two or three years ago, do you?
A. No, I am not sure.
Q. All right. Where were you when Splitz started
764 talking with you? Where were you when Splitz would talk to you?
A. I worked with him.
Q. Where were you?
A. I worked for him when they started build shop.
Q. In what building?
Trial Examiner McCarthy: In the shop.
The Witness: When they started build, to build up the shop, move to one side, I was on bench.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Was Splitz your foreman?
A. No, just couple weeks.
Q. What?
A. Couple weeks, he is foreman for me, which is before we started the Independent Union.
Q. What I am trying to find out is this: You are a bench molder?
A. Yes, sir.
Q. Do you work in the core room?
A. No, I work on the bench.
Q. You work on the bench?
A. Yes, sir.
Q. Who is your boss?
A. I don't know his last name, his first name—
Q. All right, give us his first name.
A. I can't think of it.
765 Q. (By Mr. Seyfarth.) Is the foreman named Dipple?
A. No.
Q. (By Mr. Reynolds.) Joe?
Q. (By Mr. Seyfarth.) You can't remember your foreman's first name, can you?
A. No, I can't think.
Q. That is all right. You don't remember his name?
A. No.
Q. (By Trial Examiner McCarthy.) Do you work on the bench floor?
A. On the bench.

Q. Do you work in the foundry?
A. Yes, sir.
Q. On the bench floor?
A. Yes, sir.
Q. What they call the bench floor?
A. Well, I work on the bench.
Q. (By Mr. Seyfarth.) What time of the day or night was it when Splitz first came to you?
A. It was around in the morning?
Q. In the morning?
A. Around nine or ten o'clock.
Q. Do you remember the date?
A. No.
Q. Was it summer?
766 A. It was summer.
Q. (By Trial Examiner McCarthy.) In the summertime?
A. In the summertime.
Q. (By Mr. Seyfarth.) In the summertime of last year?
A. The last year, I guess the first day when they started the Independent Union.
Q. (By Trial Examiner McCarthy.) About the time they started the Independent Union?
A. When they first start, when Splitz first asked me.
Q. That was in the spring?
A. That is right.
Q. (By Mr. Seyfarth.) Was anybody else present when Splitz talked to you?
Q. (By Trial Examiner McCarthy.) The first time?
A. The first time?
Q. Anybody else there? Were you working at your bench?
A. No, I work with the machine for the other fellow, for him a helper.
Q. You were helping the other fellow?
A. I was helping the other fellow.
Q. You were helping the other fellow when Splitz came up to you and he says, "Sign here"?
A. Yes.
Q. Who were you helping? Do you remember his name?
A. No, I don't know their name.
767 Q. (By Mr. Seyfarth.) Where did these men work that you were helping?
Q. (By Trial Examiner McCarthy.) What were you doing?

A. They were molding.
Q. Molders?
A. Yes.
Q. On the bench floor?
A. No.
Q. On the iron floor?
A. On the machine.
Q. Machine floor?
A. Yes.

Cross-Examination (Resumed).

Q. (By Mr. Seyfarth.) Did they have machines right next to yours?
A. Yes, sir.
Q. They were right next to where you worked?
A. No, I helped him.
Q. You helped who?
A. The other molder.
Q. Do you know the name of this other molder, any of those molders?
A. No, one fellow die, and the other fellow has left. That is all I know, I don't know their names.
Q. Splitz talked to you the next day, did he?
768 A. Yes, sir.
Q. Where were you then, Joe?

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) The first time you were a helper. He is trying to find out just what happened. They want to know if there are some people there who can say that what you say is correct. That is why they want to know where you were working the second time.
A. The same place.
Q. The same place, and the third time?
Q. (By Mr. Seyfarth) Was anybody present the second time?
A. The third time the same place.
Q. (By Trial Examiner McCarthy.) The third time the same place?
A. The third time the same place.
Q. Were you doing the same kind of work, helping the other fellows?

A. Yes, helping in the molds, they were hurry up.
Q. Now, do you know the names of the men you were helping the second day or the third day?
A. No.
Q. Were they the same men you were helping the first day?
A. Yes.
Q. What they are trying to find out is if anybody else understood what Splitz said; if somebody else understood what he said the same way you understood it.
A. I was working on the machine with all the guys.
Q. (By Mr. Seyfarth.) Joe, how long after that did Splitz want to talk to you in the office?
A. It was the third day after they started the Union.
Q. What did he say to you?
A. That is what he said, he says, "Sign your name."
Q. (By Trial Examiner McCarthy.) We are talking about the third time.
Mr. Seyfarth: We are talking about the third time, yes.
Q. (By Mr. Seyfarth.) What did Splitz say to you?
Q. (By Trial Examiner McCarthy.) You were working at your job and Splitz came up. What did he say?
A. He says, "Go in office."
Q. He says, "Go in office"?
A. Somebody wanted see you.
Q. Somebody wanted to see you?
A. Yes.
Q. (By Mr. Seyfarth.) Who did he say wanted to see you?
A. Yes, sir.
Q. Who did he say wanted to see you?
A. Go in office, somebody wanted see you.
Q. Did he say what the man's name was?
A. No, I went in the office, man with mustache was there.
Q. What office did you go into?
A. Some office in the shop, the same office in the shop, in the foundry.
Q. (By Trial Examiner McCarthy.) Do you know what office that was? Was there a name on the door?
A. Where they punch the clocks.
Q. Where they punch the clocks?
A. Yes, sir.
Q. Is that office right near where you punch the clocks?
A. Small clocks in the window.
Q. In the middle?

A. No, on the window.
Q. On the wall?
A. No, in the window.
Q. Clocks in the window?
A. Yes.
Q. (By Mr. Seyfarth.) By the time keeper's office?
A. What?
Q. The time keeper's office?
Q. (By Trial Examiner McCarthy.) How many clocks were in the window?
A. Just the one.
Q. Just the one?
A. Where you punch the clock.
Q. Where you punch the clock in the window, is that the office?
771 A. No, outside.
Q. (By Mr. Seyfarth.) Did you go in the building, Joe?
A. What?
Q. Did you go in the building?
A. Yes.
Q. Did you go in an office when you went in the building?
A. There was no place to go in office.
Q. (By Trial Examiner McCarthy.) No, we are talking about the man with the little mustache.
A. Yes, sir.
Q. That is the time we are talking about. He was in the office?
A. He was in the office, we go in office.
Q. Now, how close to the time clock was this office that you speak of?
A. Right close, that far (indicating).
Q. About five feet?
A. Yes.
Q. In other words, it was the office near the time clocks?
A. I don't know.

Cross-Examination (resumed).

Q. (By Mr. Seyfarth.) How many offices are there, Joe, one or more?
A. I saw one.
Q. Just one office?

772 A. I saw one over there.
Q. You didn't see two offices?
A. No, one.
Trial Examiner McCarthy: What office is that?
Mr. Berry: That is the main foundry office, I assume, that he is talking about.
Trial Examiner McCarthy: That is near the time clocks?
Mr. Berry: The time clocks are in the office. We have two offices with time clocks.
Q. (By Trial Examiner McCarthy.) Were there time clocks there?
A. Yes.
Q. (By Mr. Seyfarth.) Just take it easy, you don't have to talk fast or get excited.
Who did you see in the office, the man with the mustache?
A. Yes.
Q. What did Splitz say to the man when you came in the office?
A. He says, "Give me"--
Q. Just take it easy.
A. "Give me piece paper."
Q. Splitz said to the man, "Give me a piece of paper"?
A. Yes.
Q. What did the man say?
773 A. The man said, "What for?"
Q. The man said, "What for"?
A. He said, "I want him sign name."
Q. Splitz said that he wanted you to sign your name?
A. He wanted me sign name, yes.
Q. What did the man say?
A. He said, "All right," and give him piece paper.
Q. He gave Splitz a piece of paper?
A. Took piece of paper and give it to him.
Q. A blank piece of paper?
A. Blank piece paper, yes.
Q. Any writing on the paper?
A. No.
Q. And then what did Splitz do?
A. He grab my hands and say, "Sign up."
Q. Splitz took hold of your hand and says, "Sign up"?
A. Yes. I said, "No, I no sign."
Q. You said you would not sign?
A. Yes. Then Splitz said, "I will sign myself."
Q. Then he signed your name?

Trial Examiner McCarthy: He said Splitz grabbed his hand and said "Sign up."

Mr. Seyfarth: Just a minute.

Q. (By Mr. Seyfarth.) Did Splitz say, "I will sign your name for you"?

774 A. Yes.

Q. What did the man who was present say?

Trial Examiner McCarthy: The man with the mustache.

A. He don't say nothing.

Q. (By Mr. Seyfarth.) He didn't say anything?

A. No, sir.

Q. Did he stay in the office, or did he go out?

A. I saw him working there.

Q. He was working there?

A. Yes.

Q. Then you went out of the office?

A. Yes, sir.

Q. That is all you know about it?

A. Yes, sir.

Mr. Seyfarth: That is all.

(Witness excused.)

Trial Examiner McCarthy: We will recess until one o'clock.

(Whereupon, a recess was taken until 1:00 o'clock p.m.)

775 After Recess.

(Whereupon, the hearing was resumed, pursuant to recess, at 1:00 o'clock p.m.)

Trial Examiner McCarthy: You may proceed.

Mr. Reynolds: Mr. Robinson.

JULIUS ROBINSON, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) State your name and address.

A. Julius Robinson, 5652 Prairie Avenue, Chicago.

Q. Are your employed by the Link Belt Company?

A. Yes, sir.

Q. Are you here in response to a subpoena served upon you?

A. Yes, sir.

Q. Are you connected in any way with the Independent Union of Craftsmen?

A. Yes, sir.

Q. What is your office?

A. I am a steward, one of the shop stewards.

Q. Now, when were you selected as a steward?

A. I was not selected, I was voted in.

Q. Did you ask to run as a steward?

A. Well, a bunch of fellows got together and they
776 talked over candidates, and put them up for election, something like that.

Q. Now, did you hear Paul Bozurich's testimony about some statement that you are supposed to have made?

A. Yes.

Q. Does that conform with your recollection of what you said?

A. Well, I don't know, I think he got the wrong idea about what we said.

Q. Now, can you state just what you said, what the circumstances were?

A. I don't know exactly what I said, but I do know this, at the time that we were talking—

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Do you know what time that was, about?

A. No, I don't.

Q. Was it in the spring or the fall of the year, or what year?

A. No, sir, I don't.

Q. Was it about two years ago, do you remember?

A. I don't recollect what time, I didn't keep track of it.

Q. Was it about the time that all this activity went on about the Independent and the C. I. O.?

A. About the time of this activity in this steel—
777 the trouble they were having down in South Chicago, somewhere in that time.

Q. As I understand the testimony, in this case, most of the activity was about the month of April of 1937—was it 1937 or 1936?

Mr. Reynolds: 1937.

Trial Examiner McCarthy: They started to organize in 1936.

Mr. Seyfarth: The steel strike was in progress during the month of April and part of May, 1937.

Trial Examiner McCarthy: 1937. We want to identify the time. So it was about the time that they had the steel strike?

A. Yes.

Q. (By Trial Examiner McCarthy.) As far as you know that was in the spring of 1937?

A. Yes, sir.

Q. In the spring of 1937, along about April?

A. Yes.

Trial Examiner McCarthy: All right.

Direct Examination (Resumed).

Q. (By Mr. Reynolds.) What was said on that occasion?

A. There was a bunch of fellows sitting around there at noon where I was—

Q. (By Trial Examiner McCarthy.) Where did you work?

778 A. The south end, on the south end. I worked all over, according to the kind of the job I have got.

Q. The south end of the shop?

A. The foundry.

Q. The south end of the foundry?

A. And he came by, and we were hollering at each other, you know. He was saying, "Come on, join the C. I. O."

I was saying, "Come on, join the Independent Union." I didn't want to get in no fight, and that was all the remark that was made.

Q. (By Mr. Reynolds.) That is all you said?

A. That is all I said, yes, at that time.

Q. Do you recollect saying anything more?

A. I don't know, I don't recall.

Mr. Wham: Why not give the date?

Trial Examiner McCarthy: We tried to identify it. He said it was about the time of the steel strike, and that has been identified as in April and May of 1937.

Mr. Wham: There was some testimony this morning about a later date.

Trial Examiner McCarthy: What do you refer to, Mr. Wham?

Mr. Wham: The time Bozurich testified he claimed he had the conversation with him.

Q. (By Trial Examiner McCarthy.) Do you know when Bozurich was discharged?

779 A. Yes, sir.

Q. Do you recall about when that was?

A. No, I don't.

Q. (By Mr. Reynolds.) Was it last fall?

A. I don't recall those dates, I didn't keep track of them, I couldn't tell you that.

Q. Do you recall the conversation you had with Bozurich about that time?

A. No.

Q. You don't remember anything?

A. I know I talked with him, but I don't know what it was.

Q. You don't know what was said?

A. No.

Q. How long did you work in the steel core department, or the foundry?

A. I didn't work on the steel cores.

Q. You worked in the foundry?

A. On the iron cores.

Q. On the iron cores?

A. Yes, sir.

Q. Did you ever work anywhere else?

A. Yes.

Q. Where else?

A. I worked on the little floor to the side, I worked on them sprockets. I worked all over, according to the

780 kind of job I had. That is the way they worked.

Q. How long have you been working for the Link Belt?

A. Since 1926, in June.

Q. Have you always worked at this plant?

A. No, I was transferred there in 1932, I think, in November.

Q. In November?

A. I think it was.

Q. Now, how much seniority do you consider you have at the Link Belt Company?

A. I couldn't answer that, because there is so many more fellows there who have been there quite a bit longer that I have, see.

Q. Do you think that you have seniority over all the men in the foundry who came after you did?

A. Sure, I think so.

Q. And does it make any difference whether they work on sprockets or the grey iron floor or the steel floor?

A. I don't see where it should make a difference. I don't know if a man is put off a job, that you could figure he was out, you would have to figure him in the shop.

Q. Paul Bozurich was called a molder, wasn't he?

A. Yes, he was molding, that is all I know.

Q. Did you have any of the large jobs, the large castings?

A. Well, it didn't work like that, I worked the
781 same jobs he worked, it don't make a difference like that.

Q. (By Trial Examiner McCarthy.) Are you a molder?

A. Yes, sir.

Q. (By Mr. Reynolds.) Are you acquainted with Superintendent Skeets of the Link Belt Company?

A. I have worked under him, he was my foreman.

Q. Did Mr. Skeets ever ask you anything about Paul Bozurich?

A. No.

Q. Never?

A. No.

Q. Now, do you recall when the election for the shop stewards was held in the Independent Union?

A. Yes, I remember, but I don't know the date.

Q. Where were the elections held?

A. They were held at our—I don't know, to tell the truth, all I know is they posted them.

Q. (By Trial Examiner McCarthy.) Who posted them?

A. It was on the bulletin board.

Q. (By Mr. Reynolds.) At the plant?

A. Yes.

Q. Isn't it a fact that the elections were held on the company's premises?

A. I don't know, I couldn't say that, I don't think so.

Q. (By Trial Examiner McCarthy.) Were you at the meeting when you were elected?

782 A. No, I was not.

Q. (By Mr. Reynolds.) Were ballots distributed?

A. Ballots, yes.

Q. Throughout the plant?

A. I don't know that, I don't know about that, I don't know about throughout the plant.

Q. You did not distribute any yourself?

A. No, sir.

Q. Don't you know that it is a fact that the time keeper came around and distributed the ballots?

A. I don't know about that.

Q. Did you ever see the time keeper distributing anything for the Independent Union?

A. No, I don't have time to watch those fellows there, I was always busy.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Your first name is Julius?

A. Yes.

Q. You have worked for the Link Belt Company since November, 1932?

A. 1926.

Q. 1926?

A. I have, at the other plant.

Q. Have you always been a molder?

783 A. Yes. Not the first year, the first year I was like the apprentices in the shop, I went to different departments, for about a year and a half.

Q. No different departments?

A. In the foundry.

Q. Have they got different departments in the foundry?

Q. (By Trial McCarthy.) That is, an apprentice?

A. They have a cupola department, that is, the furnace; that is, the cleaning room. They have the charging department up there, and they have the core room, and different parts of it. I worked all different places.

Q. (By Mr. Seyfarth.) Was it your understanding that those were different departments?

A. They were different departments? I couldn't say that they were. The molding department, it is a part of it, but they were not all directly molding.

Q. They were all different departments?

A. Well, they were, they had different departments there.

Q. A different type of work done in each department?

A. Yes.

Q. Was it all molding? It was all molding work, wasn't it?

A. It was all molding work, yes, sir.

Q. Those departments did a different kind of work?

A. There was not molding in the cleaning room, you could not mold over there. In the furnace and the
784 charging you couldn't mold over there.

Q. In this department where molding is done, they had one kind of molding in one and another kind of molding in another, wouldn't they?

A. Yes.

Q. Now, Julius, do you remember about the time when Paul Bozurich was laid off?

A. Yes. I don't know the exact time, but I remember when he was laid off.

Q. You said you had a talk with him at that time, but you couldn't remember what was said?

A. All I can recollect me saying was that I was sorry, that is all.

Q. Do you recollect saying to Bozurich that they will take your heads off?

A. No.

Q. You didn't say that?

A. No.

Q. Now, when you met Bozurich during the time of the big steel strike, you say there were a group of you talking?

A. Yes, when I first noticed him was when we went to a club meeting on Halsted Street, I mean a meeting—

Q. (By Trial Examiner McCarthy.) What meeting?

A. Of the Independent Union. I was over there. That is when I first noticed him and said anything about the Union.

785 Q. (By Mr. Seyfarth.) I am talking about the time you met Bozurich in the plant, and you said, "Come on, Join the Independent."?

A. That was during lunch.

Q. And he said, "Join the C. I. O."?

A. Yes.

Q. How many were present?

A. About five or six sitting around there.

Q. You were more or less joking?

A. All of us.

Q. All of you were joking?

A. Yes.

Mr. Seyfarth: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Julius, at the time Mr. Bozurich was discharged, you told him that you were sorry?

A. Yes, sir.

Q. And did you say anything at all to him to the effect that you knew that the company was going to discharge the C. I. O. workers first, ahead of the Independent workers?

A. I couldn't have said that, because already the business had got bad and they were laying off the Independent Union fellows. I couldn't have said that, because I didn't know that.

Q. Did you ask Bozurich for dues at any time?

786 A. Not for dues, I asked him to join the Independent Union.

Q. Do you recall whether that was on company time?

A. That was at noon. I never had time during working hours, I never stopped. I was working piece work, anyway, and I was too busy.

Q. Now, Edward White testified that you collect dues during working hours. Where does he work, do you know?

A. Well, at that time he was working—I don't know, he was not working on the end with me. He was working near the center, near the core room.

Q. Have you ever collected dues for the Independent Union on company time?

A. No.

Q. Have you ever solicited membership for the Independent Union on company time?

A. No.

Mr. Wham: That is all.

Mr. Reynolds: That is all.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) What is the nature of your duties as shop steward?

A. Well, we see that everything is taken care of, the men all satisfied, and if they have got any complaint they present them to the stewards.

Q. Then what does the steward do?

787 A. He takes it up with the nearest foreman, the one that is in action in that department.

Q. For the man who has the grievance?

A. Yes.
Q. What else do they do?
A. Well, we do quite a bit, I don't know what all we do.
Q. Just give us in your own words, just generally, Julius.
A. That is just generally, to see that the men are all taken care of about the grievances.
Q. How many shop stewards have they?
A. I don't know exactly, but each one has so many men.
Q. How many men have you got?
A. I have sixteen.
Q. Sixteen?
A. Just about sixteen, I am not so sure.
Q. How do you happen to have only sixteen men; because there are only sixteen men in the particular department in which you work?
A. Which, in my department?
Q. Is there a shop stewart in each department?
A. I suppose, I don't know.
Q. Did you ever have a meeting with other shop stewards?
A. Sure, we have stewards' meetings, but like any other meeting, all the time they are not all there.
Q. How many are usually there?
788 A. Sometimes twenty some odd, thirty some odd. That is about as close as I can get it, I never counted them.
Q. Do you know how you were elected? Was there any discussion among your friends as to whether you would run or not? How did they know that you would run?
A. Well, a bunch of fellows would get together before the shop would go to work.
Q. Where did they get together?
A. Well, they would get together right in the dressing rooms.
Q. And then what?
A. They talked and figured out the best man, I think, I reckon the best man to take care of that department. That is the way they did that.
Q. Just elected by verbal agreement?
A. Those are the shop stewards, because they are directly representing the fellows in there.
Q. Working in that particular department?
A. Yes.

Q. Now, about this distribution of ballots; would that be one of the functions of the shop steward?

A. Well, no, we never distributed ballots.

Q. Whose job was that?

A. What kind of ballots, for the stewards' election?

Q. I understand there were no ballots for the 789 stewards' election.

A. I don't know, we haven't had an election now, because the other election, everybody was there and they voted on it direct.

Q. What election do you refer to?

A. I am referring to the election of the officers of the Independent Union.

Q. Do you recall when that was?

A. No, I don't.

Q. And what happened at that time? Is that the time that you were elected as steward?

A. No, we were elected as stewards later, sometime later, I don't know just when. There was not any stewards until they had that big election and elected the officers.

Q. After they elected the officers then the men in the departments elected their stewards, is that right?

A. No, they didn't elect stewards like that. The men that worked in around there, the fellows, they were allowed to elect their stewards.

Q. The bench fellows got together and said, we will take John Jones to represent us in this department?

A. I will say just the same way as in any political campaign; so many names put on the list, something like that.

Q. All you know about that election was when your name was posted on the bulletin board?

790 A. No, I know they had picked me, but I don't know about the election, though.

Q. Didn't you ever vote or express your desire for a representative, a steward?

A. I don't remember.

Q. Well, you naturally would know that—

A. I don't remember.

Trial Examiner McCarthy: Are you through with this witness?

Mr. Reynolds: Just one more question.

Redirect Examination.

Q. (By Mr. Reynolds.) Do you remember seeing Paul Bozurich at the first meeting of the Independent Union?

A. Yes, sir.

Q. Do you remember that he spoke there?

A. Yes.

Q. What did he say, do you remember?

A. I don't know what he said, I couldn't say.

Q. Do you remember that there was a vote, a rising vote of some kind taken on a constitution there?

A. No, I don't remember.

Q. You don't remember any voting?

A. No.

Q. Being taken by the chairman?

A. No, sir.

791 Q. Were you there during the whole meeting?

A. I was, I was there, sure.

Q. How did the meeting close? What did the chairman say?

A. I don't remember, I don't remember nothing about the meeting, but I was there.

Q. (By Trial Examiner McCarthy.) Was there a lot of trouble at that meeting, do you recall?

A. No, there was not a lot of trouble.

Q. Was there some trouble?

A. There was some fellows who belonged to the other organization who came in there and tried to make trouble, but there was not any trouble.

Q. (By Mr. Reynolds.) What do you mean, they tried to make trouble? What did they do?

A. I don't know, they just—

Q. (By Trial Examiner McCarthy.) Ask questions?

A. No, they didn't ask questions. Well, they did everything in their power to prevent—well, to tell the truth, I don't know who they all were, I don't remember all that stuff.

Q. You have never been at an election of the Independent Union of Craftsmen except that first one, is that right?

A. They never had one since.

Trial Examiner McCarthy: Go ahead.

Mr. Reynolds: That is all I have.

792 *Recross Examination.*

Q. (By Mr. Wham.) Julius, was your name ever posted on the bulletin board?

A. In their election of stewards I was supposed to be posted somewhere, but to tell you the truth I don't know what happened, that has been so long ago, that has been a year or so.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

Recross Examination.

Q. (By Mr. Seyfarth.) Just a minute. Julius, you are the only colored man in your department, aren't you?

A. No, sir.

Q. Are there any other colored people who are molders?

A. Yes.

Q. (By Trial Examiner McCarthy.) How many?

Q. (By Mr. Seyfarth.) How many of them?

A. One.

Q. One other?

A. Yes.

Mr. Seyfarth: That is all.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Reynolds: Mr. Karbol.

793 MIKE KARBOL, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) State your name and address.

A. Mike Karbol, 4722 South Karlov.

Q. Is your name spelled K-a-r-b-o-l?

A. Yes.

Q. Have you ever worked for the Link Belt Company?

A. I worked—I started in 1925, and I working straight seven years.

Q. You worked straight for seven years?

A. Seven years.
Q. Until 1932?
A. 1932, I working straight, when there not much work, lay them off, a lot of people, he lay them off, me, too, you know. Well, I ain't working five years, and I was in their office, I tell them, that Stanley, you know, got job for me back again.
He say, "Mike, I have got it you later, I send him letter for you."
I see him one time the superintendent there, I told him—
Q. (By Trial Examiner McCarthy.) You are re-
794 ferring to Mr. Berry?
A. Yes, I told him that, I see him in office, and he told me see Stanley.
Q. When was this, what time was this?
A. He told me go see Stanley.
Q. When was this?
A. Three or four years ago. Well, it passed five years, I go back again to the employment office, to Stanley, and I say, "Stanley, you got a job?"
He says, "Yes, Mike, I got job, you come tomorrow."
All right, I come in tomorrow.
He told me, "You wait until the doctor come."
I waited for the doctor to come, and he take me examination, and I am everything Ø. K.; and he sent me to the hospital, take X-rays. All right, everything pass, he give me job back again. I am starting March, last year March, work the second time. I working three months. One montl I working day times and two months I working night times, he changed me.
Then he started C. I. O. and started Independent Union.
Q. They started two unions, one the C. I. O., and one the Independent?
A. One C. I. O., one Independent.
The night boss come in and say, "Mike",—
Q. What is his name?
795 A. George, I don't know the second name.
Q. George, the night boss?
Q. (By Mr. Reynolds.) George Bellop?
A. Yes. He say, "Now, Mike, sign him up now."
I told him I no sign him up now.
George say nothing, go to work.
I working chipper on my job by the bench.
Q. You are a chipper?
A. I am a chipper, yes. I chip off the scrap, small one, big one, any kind, gears, everything, I chip him off.

Then go past three months, he give me lay off again, he fire me; give me another lay off, give me fire; give me money, and say maybe after again you start up work.

Q. When they gave you the money—

A. That is fire, that is whole thing.

Q. Have they ever called you back to work since you were fired?

A. No.

Mr. Wham: When was that?

Trial Examiner McCarthy: He came back to work the second time in March, 1937.

Mr. Wham: When was he fired?

Trial Examiner McCarthy: Three months afterwards.

The Witness: Yes.

Q. (By Mr. Reynolds.) May 19th is the date you were fired?

796 A. Yes, 1937.

Q. Are you a member of the C. I. O.?

A. Well, the C. I. O., I don't know, they never bother me.

Q. (By Trial Examiner McCarthy.) Did you sign your name?

A. I signed him up.

Q. You signed him up?

A. Yes.

Q. In the C. I. O.?

A. C. I. O.

Q. Do you belong to the C. I. O.?

A. Yes, C. I. O.

Q. (By Mr. Reynolds.) Who asked you to join?

A. John.

Q. John who?

A. That fellow (indicating).

Mr. Kalmarie: Kalmarie.

Q. (By Mr. Reynolds.) Do you remember when you joined the C. I. O.?

A. I don't know.

Q. How long before you were fired did you join the C. I. O.?

A. Oh, about three weeks had passed.

Q. About three weeks or so?

A. Yes. That is all mine questions.

Q. Did you ask George at the time you were fired why you were fired?

797 A. No, George, I told him that—George give me money.

I say, "You give me fire."

He say, "I don't know, Mike, what is the matter, you are working right, you working all right, I don't know what is the matter, only give you fire."

Q. Do you know whether anybody took your place?

A. Right away, when they send them two men that before is not working, one take place on air hammer, where they chip him off, and on machine hammer.

Q. And a new man took your job?

A. Yes, boss send him in my place, give me fire, and I go home, and he start in my place work.

Q. (By Trial Examiner McCarthy.) What is the man's name?

A. Now that is new man, I don't know, I can't talk for the man.

Q. (By Mr. Reynolds.) Did you ever see the new man?

A. Sure, I see him.

Q. Were there ever any complaints about your work?

A. No.

Q. (By Trial Examiner McCarthy.) What did George Bellop say when he fired you?

A. He say, "I don't know what is the matter, Mike." He says—he told me, "You work all right." That is only thing he tell me. When he tell me to chip him off, I chip him off. When he say grind him off, I grind him off.

798 Q. What did you say when he fired you?

A. Who?

Q. George.

A. I no say no more. He say, "I don't know what is the matter, Mike, that you get fired."

Q. (By Trial Examiner McCarthy.) How did George happen to pick you and fire you, do you know?

A. No.

Q. (By Mr. Reynolds.) Was there work for you to do there, Mike? Was there work there for you to do?

A. Yes.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Do you understand that? Maybe the boss laid you off because the work was all finished.

A. I finished every one piece.

Q. You finished every one piece, then maybe no more work, is that so?

A. I don't know, maybe.

Q. Maybe?
A. Maybe, I don't know.
Q. What about the man that took your place, what did he do?
A. He chip him off, too, I don't know, I go way, I can't see what he do.
Q. You don't know?
A. I no work no more, I work on piece work, I work
799 on piece work. I get the bonus, I must make job all right.
Q. What is that again?
A. I must make job all right, make it piece work.
Q. Because you got the money?
A. Sure, I make enough for piece work, I get it 53 cents, and I get it over, sometimes $2.00, sometimes $3.00 over.
Q. Overtime?
A. Yes, when I make it piece work.
Q. In other words, you get 53 cents an hour straight time?
A. Straight time.
Q. But when you work on piece work sometimes you make $2.00 over?
A. Over, sometimes more. They wanted split sprocket, and they put the sign 25 cents for them sprockets.
Q. You got 25 cents for chipping each sprocket?
A. Yes, if I keep the sprocket 25 minutes, I don't make it nothing, but I keep it 12 minutes or 13 minutes, I make it over money.

Direct Examination (Resumed).

Q. (By Mr. Reynolds.) Most of the other chippers do it that fast?
A. Everybody.
Q. Everybody does it like that?
A. Yes.
Q. Are you as fast as the rest of them?
800 A. Yes.
Q. Now, you say this new man took your job. Did you see this new man take your job?
A. No, I was not in there any more.
Q. How do you know that he did?
A. I see him by the first time the first night that man had started. I don't know how long they were working in there.

Q. (By Trial Examiner McCarthy.) The same day you got fired, the same night?

A. The same night.

Q. They hired a new man?

A. Yes, sir.

Q. (By Mr. Reynolds.) How much money did you make a week when you were fired?

A. Well, straight time was 53 cents. How much money is that?

Q. (By Trial Examiner McCarthy.) You worked eight hours?

A. Eight hours.

Q. (By Mr. Reynolds.) How many days a week?

A. Five days a week.

Q. And then you also made some bonus for piece work?

A. Piece work, yes.

Q. How much would that average a week?

A. Sometimes I get the sprockets better, I would 801 make it more. If the sprocket is bad, too much scrap, I make it no much. Sometimes big piece, like my hands (indicating), it take me three or four minutes to chip him off even.

Q. How much money did you make a week?

A. I make it 26, 27, sometimes 28.

Q. Dollars a week?

A. Yes.

Q. How much have you made since you were fired?

A. I worked there before he gave me fire, the same thing, less than three months.

Q. (By Trial Examiner McCarthy.) Mike, since you have been fired, did you make any money? Have you earned any money?

A. No.

Q. No money at all?

A. No, I no working no place.

Q. You are not working any place since you were fired, since you worked for the Link Belt?

A. No. I was looking all around, and they say, "What for you not working same place you work before?" I was laid off, I no work there now, and they tell me no chance, and I go home.

Q. (By Mr. Reynolds.) Do they tell you you are too old?

A. Sometimes, a lot of places, they have a lot of young men.

Q. Do you want to be reinstated on your job at the
802 Link Belt?
A. Why, certainly.
Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mike, have you worked any place since you left the Link Belt.
A. No, I work in foundry department.
Q. Have you had any other job since you left the Link Belt?
A. Sure, sure, why not.
Q. Where did you work?
A. They no call me any place.
Q. (By Trial Examiner McCarthy.) No, Mike, just listen. You left the Link Belt May, 1937?
A. Yes.
Q. Did you work any place since? Did you work any more?
A. One place.
Q. One place?
A. Yes.
Q. Whereabouts?
A. Chipper for bench.
Q. Whereabouts?
A. In foundry.
Q. What is the name of the foundry?
A. That is chipper, chipping room.
Mr. Reynolds; He is talking about the Link Belt.
803 Mr. Seyfarth: What is the fact, did he work some place else?
Mr. Reynolds: I understand that he has.
The Witness: I worked one place, that is all.
Q. (By Trial Examiner McCarthy.) Do you remember that George fired you?
A. Yes, sir.
Q. That is May 19, 1937?
A. Yes, sir.
Q. What did you do since then, any work at all?
A. No.
Q. No work at all?
A. No.
Q. No other boss any place?
A. No.

Q. (By Mr. Seyfarth.) You joined the C. I. O. three weeks before you were laid off?
A. Yes, sir.
Q. Before you were fired?
A. I don't know what is the matter.
Q. Did George Bellop tell you?
A. No.
Q. Did you tell George Bellop that you joined the C. I. O.?
A. I no tell him nothing, he give me money and I go home.
Q. You didn't tell anybody that you joined the C. I. O.?
804 A. No.
Trial Examiner McCarthy: The attorney wants to know if anybody knew it.
Mr. Seyfarth: I want to know if he told anybody else that he joined the C. I. O. He can answer that question, if he did.
Trial Examiner McCarthy: The witness has answered it.
Mr. Seyfarth: He has not answered that, Mr. Examiner.
Trial Examiner McCarthy: Just a minute.
Q. (By Trial Examiner McCarthy.) Did you tell anybody you joined the C. I. O.?
A. No.
Q. Nobody knew you joined the C. I. O.?
A. No.
Q. (By Mr. Seyfarth.) Mike, do you know Nick Cumorich?
A. Nick Cumorich?
Q. Yes.
A. Yes.
Q. He worked with you, didn't he?
A. He was working there, and then he was working in a different department, working outside.
Q. You and Nick worked together, didn't you?
A. Yes, sir.
Q. George Bellop was your boss, wasn't he?
A. Yes, sir.
805 Q. Did Nick Kumerich ever tell you if you worked too hard he would knock your head off?
A. No.
Q. He didn't tell you that?
A. No.
Q. Did you ever tell George Bellop Nick told you that?
A. No, I no say nothing to nobody.

Q. (By Trial Examiner McCarthy.) Mike, maybe Kumerich told somebody you belonged to the C. I. O.?

A. No.

Mr. Seyfarth: I think that answers the question, Mr. Examiner. That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Just a minute. At the time you left was there any work on the floor? At the time you were fired, was there any work there on the floor?

A. No, I am working on a bench.

Q. Was there any work on the bench?

A. Yes, the sprockets.

Q. Was there any dirty work on the floor to be shipped?

A. Sure, there is dirty work, a lot of sand.

Q. You handled that work, didn't you?

A. Sure, I work.

Q. On the big castings?

A. The big castings, you know, what they dig them 806 up the mine; that is, behind for that piece, that is, a heavy piece.

Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Wham.) Mike, you say that George Bellop was your foreman?

A. No.

Q. (By Trial Examiner McCarthy.) George Bellop was your night boss, wasn't he?

A. Yes.

Q. Yes.

Q. (By Mr. Wham.) And he wanted you to join the Independent Union?

A. Yes, he told me—I told him I no sign up for nobody.

Mr. Wham: That is all.

(Witness excused.)

Mr. Reynolds: May we have a brief recess, just for one moment?

Trial Examiner McCarthy: Yes.

(A short recess was taken.)

Mr. Reynolds: Mr. Johnson.

HARRY JOHNSON, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

807 *Direct Examination.*

Q. (By Mr. Reynolds.) What is your name?
A. Harry Johnson.
Q. What is your address?
A. 702 West 103rd Street.
Q. Chicago?
A. Chicago.
Q. Were you ever an employee of the Link Belt Company, Mr. Johnson?
A. Yes.
Q. What was the date on which you last worked?
A. I don't recall the exact date, it was in December, 1937.
Q. (By Trial Examiner McCarthy.) Was it the forepart of December or the last part of December?
A. The forepart, I think around the 8th.
Q. What kind of work did you do?
A. I am a boring mill operator.
Q. Boring mill operator?
A. Yes.
Q. (By Mr. Reynolds.) What department is that in?
A. That is in the machine shop.
Q. In the machine shop?
A. Yes.
Q. How long did you work for the Link Belt Company?
A. I worked for them in 1929, and I got laid off in
808 1930, and went back again in 1935.
Q. What month?
A. September.
Q. September?
A. Yes.
Q. And then you worked continuously for how long?
A. Until December, 1937.
Q. Now, are you a brother of Fred Johnson?
A. I am.
Q. Are you a member of the C. I. O.?
A. I am.
Q. When did you join the C. I. O.?
A. It was around January, 1937.
Q. January, 1937?
A. I think it was around there.

Q. Who asked you to join?
A. Mr. Salmons.
Q. Where did that take place, if you remember?
A. No, I don't remember.
Q. Did you attend union meetings?
A. Oh, yes.
Q. The C. I. O. meetings?
A. Yes, sir.
Q. And have you taken part, an active part in the C. I. O. work?
809 A. I have.
Q. Just what have you done?
A. Well, shortly after the Wagner Act was upheld by the Supreme Court, I took applications, C. I. O. applications, around the shop, during the lunch hour.
Q. And did you get signatures?
A. I got several, I can only recall one now.
Q. Do you recall whether another organization started up out there about that time?
A. Why, yes, the Independent Union of Craftsmen.
Q. All right, when did you first learn about it?
A. Well, that was shortly after the Wagner Act was upheld, I think it was in April of 1937.
Q. Now, what did you observe about the organization of that body?
A. You mean the Independent Union?
Q. The Independent Union, yes.
A. Well, all I observed was that several of the fellows went around the shop with a piece of paper, and tried to sign up members for the Independent Union.
Q. Do you recall the names of those that you saw?
A. Well, I recall two.
Q. Who were they?
A. One was Ray Frohling, and the other was Mr. Greenlee.
Q. Mr. Greenlee?
810 A. Bill Greenlee. I think his name is Bill, I am not sure, but I know his last name is Greenlee.
Q. Did either of these men approach you?
A. Well, Froling did.
Q. About when was this, do you remember?
A. Well, it was—oh, I should say that was somewhere around in August of 1937, but he did not approach me with that slip of paper, he approached me with an application card, that white card that they had.
Q. What did he say?
A. Well, he asked me to sign up. I told him that—he

told me that he had a card for me to sign, to join the Independent Union.

I told him, "If you wait for me to sign it, you will wait a long time."

Q. (By Trial Examiner McCarthy.) Where did all this take place?

A. In the shop.

Q. What part?

A. The boring mill department.

Q. The boring mill department, what time of day?

A. In the afternoon.

Q. About what time?

A. Let's see, I was working nights at that time, and I just came in to work. I think it was four o'clock.

811 Q. Four o'clock?

A. Around four o'clock. I know I was not working then, I was ready to start, but he was working.

Q. He was working?

A. Yes.

Q. You were not working?

A. No.

Q. What time do you start working?

A. Five o'clock.

Q. What were you doing around the shop at four o'clock?

A. I used to get a ride, so I had to get there early.

Q. (By Mr. Reynolds.) Did he make any reply after you told him that?

A. No, he didn't say anything more.

Q. Did anybody else ask you at any later time?

A. No, I can't recall.

Q. To join the Independent Union?

A. Not that I can recall, no.

Q. Did anybody ever solicit dues from you?

A. No.

Q. Now, can you fix the last date that you worked for the company?

A. The last day?

Q. Yes.

A. Well, I can't say exactly, I think it was Decem-

812 ber 8th, but I am not positive.

Q. December 8th?

A. I know it was before the 15th, I know that.

Q. Now, what happened on that day?

A. Well, I was working nights at that time, and it was around twelve o'clock at night. We quit at one. We start at four-thirty in the afternoon and we quit at one

o'clock in the morning. Around midnight, twelve o'clock, the night foreman came to me, Pete Schan, and he told me I was laid off, to go and get my money in the office.

So I asked him about it, about the seniority, whether that applied. I told him there was three fellows that I knew on the day shift that was still working that had come into that department a year after I did.

Then he told me these other fellows were working in the office before. I knew that to be a fact, that they came from the office, but I asked if they worked that seniority by departments.

He said no, they go according to the day you were hired.

I told him if you are going by that, I was hired in 1929.

He said, "My orders are to lay you off."

Q. What did you say, did you answer him?

A. I just told him I couldn't understand that, what their policy was in the seniority rights, whether it
813 was going by departments in some departments of the shop and going according to the day they were hired in other parts of the shop. I don't think he understood it himself.

Q. Did you leave the plant then?

A. Yes, at one o'clock.

Q. Did you talk to anyone else before you left?

A. No.

Q. Schan just said he was told to lay you off?

A. Yes.

Q. Were there other men in that department with less seniority than you?

A. On days, yes.

Q. On day work?

A. Yes, sir.

Q. Now, you had not always worked nights, had you?

A. No, I had not.

Q. When were you transferred onto nights?

A. Let me see, I think it was—I was on nights about five months.

Q. At the time you were discharged?

A. Yes, sir.

Q. You had then been on nights for five months?

A. Yes, sir, just about five months.

Q. Then it was about the last part of June or early in July that you were transferred?

814 A. No, it was earlier than that.

Q. Earlier?

A. In May.
Q. Then it was more than five months?
A. More than five months?
Q. (By Trial Examiner McCarthy.) Were you the junior man on the night shift?
A. No, I was not.
Q. How many were junior to you on the night shift?
A. One other.
Q. One other. Was he laid off with you?
A. Yes.
Q. (By Mr. Reynolds.) He was laid off at the same time you were?
A. Yes, sir.
Q. In other words, the two junior men were laid off of the night shift?
A. Yes, sir.
Q. But there were men junior to you on the day shift?
A. Yes.
Q. Do you know why you were transferred onto nights from the day shift?
A. No, I don't.
Q. Were you a member of the C. I. O. at that time?
A. I was.
815 Q. Had you been active in soliciting for the C. I. O.?
A. I had.
Q. Is the work performed by the day shift the same as that performed at night?
A. It is.
Q. And you were competent to do the work on the day shift as well as the work on the night shift?
A. Well, yes, I had been doing a Government job there.
Q. You had been doing what?
A. A Government job that they were pretty strict about.
Q. You mean a Government contract?
A. That is right.
Q. (By Trial Examiner McCarthy.) You mean the specifications are more strict perhaps than on commercial jobs?
A. That is right.
Q. (By Mr. Reynolds.) How many men on the day shift did the same kind of work that you were doing that were younger than you?
A. Three.

Q. Who were they?
A. I don't know their last names.
Q. Give their first names and tell their jobs.
A. One was Eddie.
Q. Eddie?
A. Eddie. Another one was Pete, and then there
816 was Harold McCafferty.
Q. Harold McCafferty. How much later than you did these three men start to work for Link Belt?
A. I don't know when they started to work for Link Belt, but I know when they came into that department. They came into that department at least a year after I did.
Q. Do you know whether they worked for the Link Belt before that?
A. I know two of them did, and one of them later.
Q. Two of them?
A. Yes. One has worked in the office, and one in the shipping room, one hadn't worked there before.
Q. (By Trial Examiner McCarthy.) Which one was that?
A. Eddie hadn't worked there before.
Q. Where did Pete work?
A. Pete worked in the office.
Q. And McCafferty in the shipping room?
A. In the shipping room or the receiving room.
Q. (By Mr. Reynolds.) All three did exactly the same kind of work that you did?
A. I wouldn't say that because I helped break them in on the machines.
Q. You helped break all three in?
A. Yes.
Q. Do you know whether they all worked there
817 after you left?
A. They are still there to my knowledge.
Q. How much money did you make while you were working there in the boring mill department?
A. I would like to start at the beginning, if I may.
Q. Yes, tell us what you made.
A. When I started there I started in on the boring mill. Then they had a Government contract on the drill press for finishing up links, and I was transferred over on that job. When that job was finished, I went over to the assembly for about a month, and then I went back to the boring mill. When I went back to the boring mill I

was getting good work. What I mean by that is, jobs that paid good work rates, good piece work rates.

Q. (By Trial Examiner McCarthy.) Is this all piece work rates?

A. All piece work.

Q. You always worked on piece work while you worked for the Link Belt or did you work on an hourly rate?

A. Sometimes you would get a day work job, where there was no rate on it. Once in a while you get a job like that, but I should say 99 per cent of the time it was piece work. Then, as I say, I went back to the boring mill, and got some good jobs, I made good money, I made a dollar an hour.

Q. When was that?

818 A. It was after—I don't recall the exact time.

Q. (By Mr. Reynolds.) Well, at the time that you were discharged how much were you making?

A. Then I was getting—oh, I averaged around $30.00 a week.

Q. $30.00, around $30.00?

A. Yes.

Q. How long had you been getting around $30.00 a week before that time?

A. Before that?

Q. (By Trial Examiner McCarthy.) For how many months did you make $30.00 a week?

A. I averaged that for five or six months.

Q. (By Mr. Reynolds.) Since you left the Link Belt Company how much money have you made?

A. $23.50.

Q. How did you make that?

A. W. P. A.

Q. (By Trial Examiner McCarthy.) Did you make any more money?

A. No.

Q. (By Mr. Reynolds.) Have you looked for other work?

A. Oh, yes.

Q. And where have you looked for other work?

A. I went to the International Harvester, and I
819 went down to the Electromotive plant in LaGrange, and down to the Pullman Car Company, numerous places. I can't recall them all, the Illinois Steel.

Q. You have never been called back by the Link Belt?

A. No.

Q. Have you ever gone back there to ask for work?
A. I went back once.
Q. (By Trial Examiner McCarthy.) Who did you see?
A. I saw Mr. Staske.
Q. Stanley Staske?
A. Yes, sir.
Q. (By Mr. Reynolds.) What did he tell you?
A. He told me it looked like they were going to lay off more men, that work was slack.
Mr. Reynolds: That is all.
Q. (By Trial Examiner McCarthy.) Do you want your job back?
A. Certainly.
Q. Was there any criticism of your work?
A. I never had any criticism.
Q. None of the bosses criticised you?
A. No.
Trial Examiner McCarthy: That is all.

Cross-Examination by Mr. Seyfarth.

Q. You don't know the last name of Eddie and Pete?
820 A. No, I don't.
Q. Is Eddie tall or short?
A. Short.
Q. Is he heavy or light?
A. Oh, he is average.
Q. How old a man is he?
A. I should say he is about twenty-four years old.
Q. Is he light or dark complected?
A. He has dark hair.
Q. He is not bald?
A. No, he is not bald.
Q. Is Pete tall or short?
A. Pete is short.
Q. How old is he?
A. I judge around the same age, twenty-three or four.
Q. Is he light or dark complected?
A. I don't know exactly how to describe him.
Q. How much would you say he weighed?
A. I should judge around 140 pounds.
Trial Examiner McCarthy: Keep your voice up, please.
Q. (By Mr. Seyfarth.) And these two men, Eddie and

Pete, were in the boring mill department, were they? Is that what it is known as?

A. Boring mill department.

Q. Boring mill department?

821 A. That is right.

Q. You say Eddie is the one who had not worked for Link Belt before?

A. To my knowledge.

Q. Do you know whether or not he is still employed by Link Belt?

A. From what I have heard, he still is.

Q. You don't know of your own knowledge?

A. No, I haven't been down there to see him.

Q. You were transferred to the boring mill department in May of 1937?

A. Transferred, yes.

Q. That is, you were transferred to night work in May of 1937?

A. That is right.

Q. Do you know why you were transferred to night work?

A. I haven't the slightest idea.

Q. Do you know whether or not it was because business had increased and the company was busy at that particular time?

A. I couldn't say.

Q. Do you know whether or not anybody else was transferred to night work at the same time that you were?

A. Not that I know of.

Q. You were the only one, is that right?

A. That is all I know.

822 Q. (By Trial Examiner McCarthy.) Did they have a regular night shift?

A. There is one.

Q. Is there a regular night shift?

A. Yes, sir.

Q. Or is it a shift which works on extra orders as they came in?

A. That night shift had been there for a year that I know of.

Q. (By Mr. Seyfarth.) You know that the night shift is increased or decreased from time to time?

A. Oh, yes.

Q. They did that, didn't they?

A. Yes, sir.

Q. Did you think, or do you think now that might have been the reason why you were put on nights?

A. It may have been.

Q. And you worked nights for how long?

A. Since May to December, from May to December.

Q. Do you know how many men, if any, were laid off at the same time you were?

A. I couldn't say.

Q. Do you know of any who were laid off?

A. Oh, yes.

Q. What—there were others laid off besides you?

823 A. Yes.

Q. (By Trial Examiner McCarthy.) How many?

A. I should say about four men, I couldn't say exactly.

Q. (By Mr. Seyfarth.) You say one, Ray Froling, approached you with regard to the Independent Union?

A. Yes, sir.

Q. Do you know how they spell his last name?

A. I think it is F-r-o-l-i-n-g.

Q. That was some time in August of 1937?

A. Around there.

Q. Where did he approach you?

A. Up at his place of work.

Q. Where were you working?

A. I was not working then, I just came in to work.

Q. Where was he working at that time?

A. He was working at his machine.

Q. And it was at his machine that he approached you?

A. No, I don't think so.

Q. Where did the conversation take place then?

A. Well, there is what they call the outside boring mill there, the larger boring mills.

Q. This took place in the large boring mills?

A. Yes, they have two sizes of boring mills.

Q. What job does Ray Froling hold with the Link Belt Company?

824 A. With the Link Belt Company?

Q. Yes.

A. As far as I know he is a boring mill operator.

Q. He is an operator, he is not a foreman?

A. No.

Q. You were also approached by Bill Greenlee?

A. I was then approached by Bill Greenlee.

Q. You just saw Bill Greenlee approach others, is that it?

A. That is right.

Q. What does Greenlee do at the plant?
A. I think he takes care of the rush orders in the office now, I am not sure, production.
Q. He is in production?
Trial Examiner McCarthy: No, he said in the office.
The Witness: In the office.
Q. (By Mr. Seyfarth.) He is an office employee?
A. That is right.
Q. And whereabouts does he work in the office?
A. He works in the planning room.
Q. In the planning room?
A. That is right.
Q. Who did you see him approach?
A. Oh, I saw him approach several fellows.
Q. Will you name them, please?
A. Well, he approached a fellow by the name of Bluett.
825 Q. Where did he approach him?
A. At his place of work.
Q. Where did Bluett work?
A. He worked on—oh, I don't know whether—I don't know just what you would call it, a sort of a turret lathe for boring out small sprockets.
Q. Was that in the foundry room?
A. No, that is in the machine shop.
Q. In the machine shop?
A. Yes.
Q. Who else did you see him approach?
A. An inspector by the name of Frank Val, I think his name is.
Q. Where did he approach him?
A. At his place of work.
Q. Where did he work?
A. He worked at the south end, inspecting.
Q. Worked at what?
A. Worked on inspection, at the south end of the machine shop.
Q. Did you see him approach anybody else?
A. Not that I can recall.
Q. And did this approach take place around in August of 1937?
A. I couldn't say.
826 Trial Examiner McCarthy: The witness testified that was in April.
Mr. Seyfarth: He testified that Ray Froling approached him in August, 1937.

Trial Examiner McCarthy: With the application?
The Witness: With the application.
Mr. Seyfarth: With the application, yes.
Q. (By Mr. Seyfarth.) Did you see Greenlee approach Bluett and Val at the same time Froling approached you with the application cards?
A. No.
Q. (By Trial Examiner McCarthy.) When was that?
A. Greenlee approached Val and Bluett at different times.
Q. How long before?
Q. (By Mr. Seyfarth.) How long before?
A. Oh, I would say a couple of months, possibly.
Q. Would you say sometime in June?
A. No, before that, maybe. At odd times they approached them.
Q. Did you ever have an opportunity to hear or did you ever hear any of the conversation Greenlee had with Bluett or Val?
A. No, I didn't.
Q. How far away from them were you?
A. I should say fifteen feet.
827 Q. You don't know what they were talking about?
A. Yes.
Q. How do you know what they were talking about?
A. Because he had that paper with him.
Q. You were able to see the printing on the paper?
A. No, not at that time.
Q. Did you see it afterwards?
A. Oh, yes, I had seen those papers, yes.
Q. You had seen the paper?
A. Yes.
Q. What you really saw was a paper in the hands of Greenlee when he went up and talked to Bluett and Val, isn't that correct?
A. Yes, sir.
Mr. Seyfarth: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Harry, you are a brother of Fred Johnson, are you?
A. That is right.
Q. Are you and Fred on friendly terms?
A. Naturally, we are brothers.
Q. Do you live together?

A. No.
Q. Fred is pretty active in the C. I. O., isn't he?
A. Why, yes.
828 Q. You have taken applications for the C. I. O. in the plant there, I believe you said.
A. Yes, I have already mentioned that.
Q. Was that always at the noon hour?
A. I beg your pardon?
Q. Was that always during the noon hour?
A. Always during the noon hour.
Q. You didn't approach anybody during working hours?
A. No.
Q. Did you ever stop to speak to anybody about union business during working hours?
A. No.
Trial Examiner McCarthy: Keep your voice up, please.
The Witness: No.
Q. (By Mr. Wham.) Did you ever see any C. I. O. literature around the shop there?
Q. (By Trial Examiner McCarthy.) Do you know what he refers to?
A. I gather that he refers to the handbills or something of that sort.
Q. (By Mr. Wham.) Yes.
A. No, I haven't seen any except it is what the fellows carry in from the outside.
Q. They did not distribute any of it in the plant, then?
A. No, I have never seen any of that.
829 Mr. Wham: That is all.
Trial Examiner McCarthy: We will take a five minute recess.
(A short recess was taken.)
Trial Examiner McCarthy: Mr. Wham, are you through with Mr. Johnson?
Mr. Wham: Yes.
Trial Examiner McCarthy: All right, you may be excused.
(Witness excused.)
Mr. Reynolds: I will call Mr. Abbott.

O. R. ABBOTT, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Will you state your name and address, please?

A. O. R. Abbott, 132 South Michigan.

Q. What is your occupation, Mr. Abbott?

A. I am office manager for the National Metal Trades Association.

Q. Office manager?

A. Yes, sir.

Q. Are you here in response to a subpoena duces tecum which was served on you yesterday?

830 A. I am.

Q. Now, that subpoena called for the production of certain records. Do you have anything in response to that with you?

A. I do, yes.

(Handing documents to counsel.)

Q. Now, perhaps you had better describe what you have here so I will understand what it is.

A. It is correspondence between the Chicago plant of the Link Belt Company and our office.

Q. (By Trial Examiner McCarthy.) What period does it cover?

A. From January 1, 1933 to date.

Q. (By Mr. Reynolds.) Now, is that the date that the Link Belt Company became a member of the Metal Trades Association?

A. It became a member of the Association in 1905.

Q. In 1905?

A. Yes, sir.

Q. Now, is there anything among those documents—

Trial Examiner McCarthy: Excuse me, but what is the significance of the date, January 1, 1933?

The Witness: That is the date that they called for in the subpoena.

Q. (By Mr. Reynolds.) What do you have in there with reference to any other matters?

Trial Examiner McCarthy: Hadn't he better finish 831 what he has there?

Q. (By Mr. Reynolds.) Very well. Go ahead and describe what you have.

A. There are some receipt sheets, showing dues and assessments from the Link Belt Company; and I also

have payroll sheets showing the disbursements and collections to James Cousland.

Q. Now, can you give from those sheets showing the financial transactions with the Link Belt Company—

Trial Examiner McCarthy: You mean the payroll and assessments?

Q. (By Mr. Reynolds.) The payroll and assessments, the amount of money which was paid by the Link Belt Company to the National Metal Trades Association during the period that these records cover?

Trial Examiner McCarthy: Let's go through and cover all of the papers that he has brought in, and then you can give them to the attorneys to look at them.

Mr. Seyfarth: I was just going to suggest, if the Examine please, that the documents speak for themselves. If they are admissible in evidence, I presume there is nothing to do about it.

Q. (By Trial Examiner McCarthy.) Have you any other papers there?

A. No, sir.

.832 Q. (By Mr. Reynolds.) The subpoena, I believe, called for any reports made by James Cousland.

A. We don't have them in our office.

Q. You don't keep them. You keep no copy when you sent them on to the Link Belt Company?

A. We do not, no, sir.

Q. Do you recall what was done with those reports?

A. They were destroyed as soon as they were received and copied.

Q. They were destroyed by whom?

A. By my secretary.

Q. By your secretary?

A. Yes.

Q. And a copy was made which was sent to the Link Belt Company?

A. There was.

Q. Now, you have seen a number of reports that James Cousland has submitted, have you not?

A. I have.

Q. Take the period from 1933 to 1936, both inclusive, can you describe what the subject matter of those reports was generally?

A. When the man was turned over to me in 1933 I understood—

Mr. Seyfarth: I can't hear the witness, Mr. Examiner.

A. When the man was turned over to me in 1933
833 I understood his duties were to report on production and efficiency matters, and that is what he followed out in all of his reports.

Q. (By Mr. Reynolds.) And did that same type of information comprise his reports at all times?

A. It did, yes, sir.

Q. Did he never report to you on any other matter, or on any matter regarding labor relations?

A. He did not.

Q. He did not?

A. He did not. He would probably submit one report a month on the production and safety methods.

Q. Why were his reports destroyed as soon as they were received by your office?

A. Because it is the custom to destroy all of those reports.

Q. Why was that custom followed?

A. I couldn't say, it was the policy of the office, and I was following out the instructions in the matter.

Q. (By Trial Examiner McCarthy.) Who gave you the instructions?

A. The Commissioner.

Q. Who?

A. The Commissioner, Mr. Sayre.

Q. (By Mr. Reynolds.) Now, Mr. Abbott, you testified before the Senate Committee on this matter, did you not?

834 A. I did.

Q. Do you remember a number of questions that Senator LaFollette propounded to you with reference to a certain exhibit which was being introduced, an exhibit of special operatives of the National Metal Trades Association?

A. Yes, I do.

Q. And on that exhibit do you know that James Cousland was one of the names appearing on that exhibit?

A. I do.

Q. Now, do you recall that Senator LaFollette asked you the following question:

"Now, these general opeatives, I assume, are also, and if my assumption is not correct, please so state, that they among other things are also interested, as the special operatives are, in reporting on the labor situation and the labor agitation?";

and to which you answered:

"Yes, sir."

A. I did.

Q. Isn't that right?

A. Yes, sir.

Q. "Union activity and so forth?", Mr. LaFollette then asked you and you said, "Yes, sir."?

A. Yes.

Q. And Senator LaFollette said:

835 "These reports, I assume, also would contain information, if the operatives were able to obtain it, of labor union meetings, labor organization, drives that might be under way in the community?";

to which you answered:

"Yes, sir."

A. I did.

Q. Now, is that correct, those answers that you gave, are those answers correct

A. They were correct.

Q. Now, how does it happen you have special testimony to give about James Cousland?

A. This man was never a member of any union.

Q. He was never a member of any union?

A. No.

Q. How did you get that information?

A. Well, his reports never so indicated.

Q. Well, if he testified in this court room that he joined the C. I. O. and later joined the Independent Union out there, that is something that you knew nothing about?

A. It has probably been since we had contact with him.

Q. When did you withdraw your dealings with James Cousland?

A. October, 1936.

Q. Now, what are the circumstances under which that action—under which that connection was broken?

836 A. At that time it was decided to discontinue that type of service.

Q. (By Trial Examiner McCarthy.) What type of service?

A. Those secret operatives.

Q. (By Mr. Reynolds.) What prompted the decision to stop the service of the secret operatives?

A. Probably the Federal legislation in Washington and the LaFollette investigation.

Q. Now, what did the labor legislation have to do with

Mr. Cousland's reports, if he reported on conditions of work, as you testified?

A. We dropped all those men who were being carried on the special payroll.

Q. (By Trial Examiner McCarthy.) Cousland was carried on the special payroll?

A. He was.

Q. (By Mr. Reynolds.) Do you mean to say that Mr. Cousland's reports never had anything to do with labor matters?

A. They did not.

Q. Never mentioned any activities carried on in the plant?

A. Not to my knowledge.

Q. Did you read all of the reports that he sent in?

A. No, a great deal of the time the detail would be handled by some one on the staff in the office.

Q. Can you tell us what the reasons were for de-
837 stroying those reports if they contained nothing about labor matters?

A. It was not our policy to keep any of that material.

Q. Now, did all of your secret operatives report merely on piece work matters or did some of them report on labor?

A. Well, some of them reported on labor matters.

Q. Isn't it a fact that all of them reported on labor matters?

A. It is not. Some of them would cover conditions of work or spoilage of materials.

Q. But isn't is a fact that since 1933 reports on labor matters form the principal part of the reports of the secret operatives to you?

A. I would say the greater percentage.

Q. The greater percentage?

A. Yes.

Q. Isn't it a fact also, as was brought out in this Senate investigation, that your payroll increased after 1932?

A. That is right.

Q. You added on a number of extra operatives, did you not?

A. That is correct.

Q. And were those men added for the purpose of labor espionage?

A. Not altogether. There was a decided increase in business after 1933, that is, emerging from the depression.

Q. Would you say the principal reason was there
838 was an increased demand for labor espionage?

A. No, I would not.

Mr. Seyfarth: I am going to object to this line of questions unless it is connected up with the Link Belt Company. The witness has testified to labor reports from other companies, and it is not necessarily connected up with the Link Belt Company, and Mr. Cousland's reports contained nothing of this matter. I don't see why those questions should be pursued.

Trial Examiner McCarthy: We will proceed.

Q. (By Mr. Reynolds.) Do you have any application for membership of the Link Belt Company in the National Metal Trades Association?

A. As I say, the company became a member in 1905. The correspondence evidently was destroyed over the intervening years, so it is not on record.

Q. Now, Mr. Cousland had been connected for a long time with the National Metal Trades Association?

A. Previous to my connection with the office, yes, sir.

Q. Did he ever deliver his reports in person?

A. I have never seen the man.

Q. Never saw him?

A. I never saw him, no.

Q. He always sent in letters?

A. Yes.

839 Q. (By Trial Examiner McCarthy.) How did you pay him?

A. On his expense voucher, that is his incidental expenses. It was paid by American Express Money Order.

Q. (By Mr. Reynolds.) Do your records there show the amount paid to Cousland?

A. I believe they do, yes, sir.

Q. Will you state what?

Trial Examiner McCarthy: Let's see what you have there.

(Documents handed to the Trial Examiner.)

Q. (By Trial Examiner McCarthy.) What is the meaning of the words "S. C. O. Fund"?

A. Special fund for special contract operatives.

Q. What is the meaning of the number 128?

A. That is his number.

Q. Let me see the rest of the papers.

(Documents handed to the Trial Examiner.)

Q. (By Mr. Reynolds.) Now, what is the difference

between a special contract operative and a general contract operative?

A. A special contract operative, that would apply to a whole group; and the general operative would be working in a community but not perhaps on any particular contract.

Q. What did the general contract operatives do?

A. Reported on sentiment in the community.

840 Q. What kind of sentiment?

A. Public sentiment, union sentiment.

Q. Union sentiment principally, though?

A. Yes.

Q. Now, the special contract operatives were those assigned to a particular plant?

A. It would include the whole group.

Q. Include both general and special?

A. That is right.

Q. What is the difference between special and general operatives, then?

A. The general operatives would not be on a plant assignment.

Q. The special operative would be on a plant assignment?

A. Or a general assignment.

Q. How did you secure these operatives?

A. Most of them have been in our employ for a great many years. Others might be referred to us from some other organization.

Q. Now, did you give any instructions at all to these special contract operatives about how to perform their work?

A. In some cases I did.

Q. Were there ever any instructions given to Mr. Cousland?

A. I have never seen Mr. Cousland.

Q. Do you know whether any instructions were 841 ever given to him?

A. I don't know for sure. I don't think I have ever had any correspondence with the man except to mail him his pay check.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Who had the contact with Cousland? He must have been contacted some time.

A. You mean that plant contact?

Q. How would Cousland know what to report on, how to carry on his work? There were some instructions given him, were there not?

A. I don't know that he had any at the plant. We were not in contact with him, except to pay his salary.

Mr. Seyfarth: I can't hear the witness, Mr. Examiner.

Q. (By Trial Examiner McCarthy.) The point is, you certainly did not keep him on the payroll from 1919 without knowing what he was doing. In other words, everything that he did from 1919 on was not entirely satisfactory to you without some direction or suggestion, was it?

A. As I say, he merely reported about once a month. If we did not hear from him we knew there was nothing of importance that he had on his mind.

Q. In all of those years there was no contact with him?

A. Not by me.

Q. By the Association? You would know if a 842 member or an operative of the Association had a contact with him?

A. I don't think the office has ever seen him, although during that period I was away in New York for four years.

Q. You don't allow a man to run loose around the countryside without some control over him, do you?

A. It was an inconsequential assignment. He was paid on an average seven or eight dollars a month, and there was no particular interest in his activities as long as he came up with something occasionally.

Q. Pay off once in a while?

A. Yes, his payroll there will average seven or eight dollars. That is all the amount that was involved.

Q. But doesn't that suggest that the value of his efficiency reports was of secondary consideration?

A. I would not say so, no, sir.

Direct Examination (Resumed).

Q. (By Mr. Reynolds.) Now, after the year 1933, Mr. Abbott, the amounts of money paid by the Link Belt Company to the National Metal Trades Association increased sharply each year, did they not, up until at least 1936?

A. As business conditions improved, they probably did.

Q. And as labor organization increased also?

A. No, that is not necessarily so.

Mr. Seyfarth: I will object to that, if the Examiner please. This is his witness and I think he is carry-
843 ing his questions beyond the bounds of propriety.

Trial Examiner McCarthy: Overruled.

Q. (By Mr. Reynolds.) Now, you remember that Senator LaFollette asked you similar questions about the fact that your payroll did increase during that period?

A. It did not increase on this particular individual, though.

Q. But it did as far as the Link Belt Company was concerned?

A. That is as their number of shop operators increased, the labor, the number of people they employed. If they employed more men, the greater their assessment was.

Q. (By Trial Examiner McCarthy.) It was increased by the number of employees they had?

A. That is correct.

Q. Not by the number of operators in the plant?

A. By the number of production employees they had.

Q. But not by the number of operators they had in the plant?

A. Yes, sir.

Q. (By Mr. Reynolds.) Is James Cousland the only operative the National Metal Trades Association had in the Link Belt Company?

A. That is correct.

Q. You never had any special operatives for a short period of time in the Link Belt Company?

A. No, sir.

Q. Has the National Metal Trade Association ever,
844 so far as you know, given any counsel or advice to the Link Belt Company on labor matters?

A. I assume they have. I have seen Mr. Torrence and Mr. Kauffmann in our office to see Mr. Sayre.

Q. (By Trial Examiner McCarthy.) I notice on April 27th, 1937, the National Metal Trades Association sent a bulletin entitled "Some Questions and Answers Concerning the Wagner Act".

A. That is right.

Q. Have you got a copy of that?

A. I haven't a copy with me here. It was an analysis of the Wagner Act.

Q. Will you be good enough to give us a copy?

A. I will.

Q. (By Mr. Reynolds.) Do you know who prepared those questions and answers, Mr. Abbott?

A. It was prepared in our office, I think in cooperation with Mr. Clarke.

Q. Of the law firm of Fyffe & Clarke?

A. Yes, sir.

Trial Examiner McCarthy: Mr. Berry, do you recall the questionnaire of questions and answers on the Wagner Act?

Mr. Berry: Yes, sir.

Trial Examiner McCarthy: You haven't got a copy with you?

845 Mr. Berry: Not here, I may have one at the plant, I don't know.

Q. (By Mr. Reynolds.) Did you have any conferences or conversations with Mr. Berry, the assistant general manager of the Link Belt Company?

A. The only time I talked with him, excepting today, was over the telephone.

Q. He was the man you sent Cousland's reports to, was he not?

A. Yes, sir.

Q. So Mr. Berry undoubtedly has those reports in his possession, would you say?

A. I would not say he has, no, sir.

Q. You think that possibly Mr. Berry burned them?

Mr. Seyfarth: I object to that.

Trial Examiner McCarthy: That is the inference that is drawn from the remark.

The Witness: I can't tell.

Mr. Seyfarth: I will object and ask that it be stricken out.

Mr. Reynolds: I will ask that he produce them.

Mr. Seyfarth: We will produce them if we have got them.

Q. (By Mr. Reynolds.) Now, Mr. Abbott, in Exhibit 415 which was submitted to the LaFollette Committee, it indicates that Mr. Cousland, operative No. 128, re-
846 ceived expenses, received his expenses for the work that he performed?

A. Yes, sir.

Q. What does that mean, his expenses?

A. All that was turned in was incidental expenses, from five to twelve dollars a month. As long as the practice had been in vogue at the office before my time, and

the company had been paying the invoices, I never questioned it, I always approved his invoices.

Q. The Link Belt Company paid the invoices, is that right?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) The invoices are the assessments based on the number of employees in the plant?

A. No, just for this man's services, his incidental expenses.

Q. (By Mr. Reynolds.) Well, he was in your employ but the Link Belt Company paid him, is that correct?

A. That is correct, yes.

Q. Then the Link Belt Company's assessments that it paid the National Metal Trade Association is entirely separate from Cousland?

A. That is correct.

Q. (By Trial Examiner McCarthy.) Didn't Cousland get any other income besides his expenses?

A. That is all.

Q. In other words, he would go to the telephone, put in a nickel, and you would give him the nickel back?

A. That is correct.

Q. He got no other compensation?

A. Only what he made in the shop. Of course, he was on the shop payroll.

Q. Why would a man do that? Do you know any good reason? It is rather unusual for a man to go out of his way and get nothing for it.

A. Well, I assume he is a loyal employee of the company.

Q. (By Mr. Reynolds.) So the National Metal Trades Association never audited any of the expense accounts that he submitted, is that right?

A. It was not itemized, it was just grouped as incidental expenses, five or six dollars, as the case might be. I did not check up to see where he was spending his time.

Q. You submitted the bill to the company and the company paid you?

A. That is right.

Q. Then you paid Cousland?

A. We paid Cousland before we billed the company.

Q. You don't know whether the company ever checked up on his expenses or not?

A. I know the bills were never questioned.

Q. (By Trial Examiner McCarthy.) Did he ever give any items as to what those expenditures were?

848 A. He did not, just incidental expenses.

Q. (By Mr. Reynolds.) Now, did you notify Mr. Cousland that he was not to report any further?

A. I think I telephoned Mr. Berry.

Q. You telephoned Mr. Berry?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) Did he tell Cousland?

A. I don't know what he told him.

Q. So far as you know, following your telephone conversation with Mr. Berry, Cousland's reports stopped and his incidental expense items ceased?

A. As far as we were concerned, yes, sir.

Q. Were any other arrangements made in lieu of the old arrangement?

A. No, sir.

Q. (By Mr. Reynolds.) Now, this was about contemporaneous with the decision of the National Metal Trades Association to cease all espionage activities?

A. That is correct.

Q. Is that right?

A. That is right.

Q. And the only reason that you have for stopping espionage activities was because of the passing of legislation that had in it the rights of labor which were upheld by the Wagner Act?

849 Mr. Seyfarth: I object to arguing the case by questions like that.

Trial Examiner McCarthy: Read the question back, please.

(Question read.)

Trial Examiner McCarthy: As I understand it, that was one of the reasons.

Q. (By Trial Examiner McCarthy.) That was the reason you discontinued secret operatives, was because of the Federal labor legislation?

A. That is correct.

Q. So that question is in line with your former answers?

A. Yes.

Trial Examiner McCarthy: You may answer.

A. Yes.

Q. (By Mr. Reynolds.) Now, you say Mr. Cousland had no relation to labor?

A. We dropped all men on that special payroll, regardless of what they were checking up on, conditions, spoilage of material, communism or anything else.

Q. Did Mr. Cousland report on communism?

A. He did not.

Q. Didn't he ever report on other matters except some details about the work out there?

Mr. Seyfarth: I object; he has answered that ques-
850 tion five times, Mr. Examiner.

Trial Examiner McCarthy: Will you read the question, please?

(Question read.)

Trial Examiner McCarthy: He may answer.

A. To my knowledge he did not.

Q. (By Mr. Reynolds.) Wasn't it the understanding of all operatives, all secret operatives employed by the National Metal Trades Association, that there were certain subjects that they were supposed to cover in their investigation?

A. I never gave the men any instructions, I have never seen them.

Q. Have you given any instructions to any of the secret operatives?

A. I probably have, yes.

Q. What do you customarily tell the secret operatives when you tell them about their jobs?

A. I tell them to go into the establishment and make an analysis of conditions just as they find them, whether it is good, bad or indifferent.

Q. That is not very definite. Do you give them any definite instructions?

Mr. Seyfarth: I will object, unless this is shown to have been given to Mr. Cousland.

Trial Examiner McCarthy: Overruled.

851 A. As to plant morale, attitude of the men toward the foremen, and vice president, conditions, spoilage of material, bringing intoxicating liquor into the plant.

Q. (By Mr. Reynolds.) Those were the—

A. Foremen accepting pay from workers to give them a better job, which should be corrected, of course.

Q. You never said anything to them about communism?

A. I probably have, yes, sir.

Q. Probably have. You remember that you gave them instructions along this line?

A. All cases are not on this particular line; in a particular case I might.

Q. (By Trial Examiner McCarthy.) It depends upon what the employer desires, is that not so?

A. That is correct.

Q. In other words, you are largely governed by what the employer wants?

A. That is right.

Q. If that is the purpose of the employer, to get at the facts, why couldn't the employer do that directly, what he is doing indirectly?

A. It could be handled that way. In this case—

Q. What is the justification for having an Association do it? Do you offer a better service than the employer can offer himself?

852 A. Probably a trained observer can perform a more satisfactory job.

Q. In other words, you feel you are better able to hire trained observers as a general practice, rather than the individual employer who might hire someone to do this work?

A. That is correct.

Q. (By Mr. Reynolds.) Now, Mr. Abbott, I call your attention to Board's Exhibit 3 which is an excerpt taken from a report of the Committee on Education and Labor of the Senate, which refers to "Table of $9,440,132.15 Expenditures on Industrial Espionage, Munitioning, and Strike Breaking, 1935-37".

(Handing document to the witness.)

Q. Are you familiar with that table?

A. I am not, no, sir.

Mr. Seyfarth: If the Examiner please, I heard some statement at the beginning of the hearing about cutting down the record—

Trial Examiner McCarthy: This is off the record.

(Discussion off the record.)

Trial Examiner McCarthy: Objection overruled.

Mr. Reynolds: I want to respectfully submit to counsel that the Link Belt Company also contributed to this table of $9,440,000.00; that is the reason I want to bring out something about it.

Q. (By Mr. Reynolds.) Now, you notice that one
853 of the items refers to contributions by the Link Belt Company for espionage for four separate years there. Do you have in connection with that—

A. The report is not correct, because this contribution is not for espionage.

Q. Now is that expenditure covered by the footnote on the first page, which explains the table?

A. These figures—I don't know the source of them—evidently include the dues of the Link Belt Company and the assessments.

Q. (By Trial Examiner McCarthy.) What other facilities does the Association offer to employers than those we have been discussing?

Q. We were one of the first organizations in the country which became interested in safety. We were one of the first organizations in the country that became interested in apprenticeship training, foremen training and employee co-operation. There is only a small percentage of our members who ever use this secret service, probably a fraction of one per cent, I don't know the exact figure.

Q. A fraction of one per cent?

A. Yes.

Q. (By Mr. Reynolds.) Now, Mr. Abbott, you have been associated in this work for quite a long time. Do you know in general what purposes your clients have 854 in calling for this secret service?

A. Evidently so that the management can get at the sentiment of their men.

Q. What do you mean by that?

A. It may mean any number of things, whether the men were satisfied with their conditions, and if some of those conditions could be corrected by the management.

Q. Now, "sentiment" is a very broad term. It would also include sentiment about labor organization, would it not?

A. It would.

Q. And one of the purposes, maybe one of the principal purposes of getting secret service on sentiment in the plant would be to find out the sentiment on labor organization, would it not?

A. It would.

Q. How important would you say that might have been, learning about the labor sentiment of the employees, how important would that be among those of your employers who use this secret service?

A. It depends on the requirements of the individual plant manager; I couldn't answer that question.

Q. Are you familiar enough with the Link Belt Company situation to know the reasons why the Link Belt Company wanted that information?

A. I have never known the Link Belt Company to
855 have any labor trouble since 1906.

Q. Since 1906. Have they ever discussed labor policy with you?

A. They have not.

Q. They might have with Mr. Sayre?

A. Yes.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Do you know what the Commissioner, Mr. Sayre, had in mind on October 16, 1936, when he asked Mr. G. W. Ostrand—"I should like to sit down and discuss in detail with you some of the more important activities which our Association is carrying on, designed to establish closer relations between employers and employees"?

A. I am assuming he is referring to employer-employee cooperation.

Q. Cooperation. Would you mind giving the details?

A. I am not in charge of that department. There is another individual who is in charge of that work.

Q. What department are you in charge of?

A. I am the office manager.

Q. You are in touch generally with the activities of the Association necessarily, are you not?

A. Well, largely correspondence. We have branches established that I do not supervise, and I do not have anything to do with that. We also have industrial re-
856 lations supervisors, and I do not have anything to do with that.

Q. What do you mean by cooperation, do you mean company unions?

A. No, sir.

Q. I think that was before the Wagner Act was held constitutional, that letter?

A. Yes.

Q. If it did not mean company unions, do you know what it means?

A. It did not mean the company union, because we have never advocated the formation of any group of men.

Q. How did this cooperation express itself, then?

A. That is plant welfare.

Q. You mean the welfare of the men in the plant?

A. The welfare of the men in the plant.

Q. In what direction? How was that carried out?

A. Recreational activities, thrift plans, and things along that line.

Q. You think that is what Mr. Sayre had in mind when he wanted the general manager to come down and talk to him about "the more important activities which our Association is carrying on, designed to establish closer relations between employers and employees"?

A. I believe that is it, yes, sir.

Mr. Seyfarth: May I ask if the Examiner is read-
857 ing from a letter which is addressed to the Link Belt Company or any of its agents, from the National Metal Trades Association?

Trial Examiner McCarthy: I suppose so, Mr. Ostrand is general manager of the Link Belt, is he not?

Mr. Seyfarth: What is the date of the letter?

Trial Examiner McCarthy: October 16, 1936.

Mr. Seyfarth: Would you mind reading the whole letter, to keep the record straight?

Trial Examiner McCarthy: I will give you the whole letter to read by yourself, sir. You may proceed.

Direct Examination (Resumed).

Q. (By Mr. Reynolds.) Now, Mr. Abbott, do you say that the average amount that was received by Mr. Cousland would be around seven or eight dollars a month?

A. I think it runs from five to twelve dollars every month, yes, sir.

Q. (By Trial Examiner McCarthy.) That is only for expenses, though, isn't it?

A. Expenses, yes, sir.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: And not salary?

Mr. Reynolds: He never received any.

The Witness: We never paid him any salary.

Q. (By Mr. Reynolds.) Now, I show you this memo-
randum purporting to cover the period from March
858 15, 1936 until December 15, 1936.

(Handing document to the witness.)

Q. Will you state the amounts? Does that all refer to special operative No. 128?

A. No, it is the company's assessment for dues. This is Cousland (indicating).

Q. Oh, yes. I show you this sheet marked Sheet No. 3, and ask you about the amounts paid Mr. Cousland. Will you state them month by month?

A. April 30, 1935, $9.00; May, 1935, $9.36; June, 1935, $9.00; July, 1935, $9.50; August, $10.00; September, $9.35; October, $9.47; November, $9.14; December, $10.00; January, 1936, $9.35; February, 1936, $8.90.

Q. And the average is somewhat over eight dollars?

A. The sheet you have there will lower it considerably.

Q. This sheet?

(Handing document to the witness.)

A. Yes, sir.

Q. Will you state the dates and the amounts shown on it?

A. March, 1933, $10.00; April, $9.50; May, $9.30; June, $7.59; July, $8.00; August, $5.75; September, $6.00; October, $5.57; November, $5.50; December, $7.00; January, 1933, $7.21; February, $9.00.

Q. That is, that was the year 1933, those expenses?

A. That is right.

859 Q. Is that a duplicate of this sheet? (Indicating.)

A. Yes, this one is the journal, and the other is a duplication, the other sheet is a duplication.

Q. Now, those amounts run pretty uniform, do they not, Mr. Abbott, nearly the same amount from month to month?

A. That is right.

Q. Indicating that the expenses are fairly constant?

A. That is right.

Q. The same type of expenses?

A. Yes.

Q. Now, do you have any idea of what type of expenses they were, for what purpose these amounts were used?

A. I have not. I found the arrangement prevailing at the office when I took that work over, and I have never checked up the man since.

Q. You left that to the company more or less?

A. Yes, I did.

Q. To see that there were not any overcharges?

A. That is right.

Q. Is the Link Belt Company still a member of the National Metal Trades Association?

A. Yes, sir.

Q. Still pay their regular assessments?

A. Promptly.

Q. Are the assessments more or less this year

860 than they were last?

A. They are probably less this year than they were last, although I don't have the details.

Q. Do you think that is true on account of the depression?

A. Yes, sir.

Q. And fewer number of workers in the plant?

A. That is right.

Mr. Reynolds: Off the record.

Trial Examiner McCarthy: Off the record.

(Discussion off the record.)

Trial Examiner McCarthy: We will take a five minute recess.

(A short recess was taken.)

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Reynolds.) Now, Mr. Abbott, I show you again this original record relating to payments made to Mr. Cousland, operative No. 128, and ask you for the meaning of the letters and symbols that appear on the various columns.

A. That is the journal voucher.

Q. J. V. means Journal Voucher?

A. Yes, sir.

Q. (By Mr. Seyfarth.) Where does that appear?

A. Here. (Indicating.)

Q. (By Mr. Reynolds.) And what do the letters in the columns mean?

861 A. That is the folio number, as it is posted on the books.

Q. Now, does this record of assessments paid by the Link Belt Company to the National Metal Trades Association bring us down to date on those payments?

A. Yes, sir, the December 15th quarterly assessment was the last one.

Q. What was the amount of that last assessment?

A. $157.50 and $17.50 dues for the superintendents and foremens club, which is conducted by the Chicago branch.

Q. (By Trial Examiner McCarthy.) What was the last?

A. Superintendents and foremens club, which is conducted by the Chicago branch.

Q. What is that organization?

A. Well, it is an organization among the foremen and superintendents to discuss plant operation.

Q. In this plant or in all?

A. In all plants in the district. They have a picnic every year.

Q. (By Mr. Reynolds.) Now, does this foremens association take up labor relation problems also?

A. They do.

Q. They discuss unions and union organization?

A. I have never been in attendance at any of their meetings, I don't know what they do discuss.

Q. But it is connected with the National Metal
862 Trades Association?

A. It is.

Q. And all their financial transactions are handled through your office?

A. That is right. That is, the Chicago branch makes collections for the Chicago Association.

Q. (By Trial Examiner McCarthy.) The Chicago branch?

A. Yes.

Q. The National Metal Trades Asociation makes collections from the employers in this area, in the Chicago area?

A. Yes, sir.

Q. How many are included in that group?

A. How many plants?

Q. Yes, how many plants?

A. 166.

Q. (By Mr. Reynolds.) And does the National Metal Trades Association provide facilities for their meetings?

A. I don't know as to that. They hold their meetings in different places; sometimes in halls, and they have a picnic. I don't know where they do hold their meetings, because I am not a member of the club.

Q. Now, what service does the National Metal Trades Association render to this club, then?

A. I couldn't say, it is a branch activity, handled by the branch. I don't have contact with it.

863 *Examination by the Chair.*

Q. (By Trial Examiner McCarthy.) What branch?

A. The Chicago branch.

Q. You are the office manager of the Chicago branch?

A. I am office manager of the Central Association. We have twenty-six branches throughout different industrial centers.

Q. Have you the purposes for which the Association was organized?

A. The constitution and by-laws.

Q. No, the purposes for which it was organized; for instance, the literature that you send out to the employers, to sell them on the idea; do you have anything like that?

A. We have a list of our publications and things like that.

Q. You haven't any statement of the purposes for which the Association is organized?

A. That is covered in our constitution and by-laws.

Q. Do you happen to have a copy of that available from which an excerpt could be read into the record?

A. I do.

Q. Will you be good enough to produce it?

(Witness produces document.)

Q. Just identify what you are reading from. Will you identify what you are reading from?

A. Constitution and By-Laws and Declaration of Principles.

864 Q. That is enough.

Q. (By Mr. Seyfarth.) What are you reading now, the Declaration of Principles?

A. "Constitution. Article I. Name and Object."—

Q. (By Trial Examiner McCarthy.) Just get down to the purposes or the principles.

Mr. Seyfarth: I think the object is what the Examiner wants.

The Witness: "The purposes of this Association are to secure and preserve equitable conditions in the workshops of members for the protection of both employer and employee. Members of this Association shall be persons, firms or corporations engaged as principals owning or controlling manufacturing plants operating principally in the metal trades or in the trades employing metal workers as hereinafter classified."

I believe the Board also has a copy of this Constitution.

Trial Examiner McCarthy. Of course, each one of these records stands on its own bottom.

Direct Examination (Resumed).

Q. (By Mr. Reynolds.) Now, this constitution was amended along last April or May, was it not?

A. It was, in the middle of the summer, yes, sir.

Q. Now, what was the nature of the amendment?

865 Mr. Seyfarth: I object because that is immaterial.

Trial Examiner McCarthy. Overruled.

A. Not having a copy of the previous constitution here, I could not indicate all the changes. I know there was a general revision of it by our executive committee.

Q. (By Mr. Reynolds.) You know in general what the revision was, do you not?

A. One revision was about not dealing with striking employees as a body. That was removed.

Q. (By Trial Examiner McCarthy.) Dealing with striking employees, what do you mean?

A. Not dealing with striking employees as a body. That was eliminated.

Q. (By Mr. Reynolds.) You are referring to the fact that in the original constitution there was a declaration of principle that no member of the Association would deal with striking employees as a body; is that what you mean?

A. That is right.

Q. In the middle of last summer that provision was eliminated from the constitution?

A. That is right.

Q. Now, do you know the reason for the elimination of that provision?

A. It was to comply with the Federal law.

Q. Now, Mr. Abbott, referring to this collection of

866 copies of letter passing between the office of the National Metal Trades Association and the Link Belt Company between 1933 and 1937; it is a fact, is it not, that the general tenor of these letters has to do with industrial relationships?

Mr. Seyfarth: I object, if it please the Examiner. The letters are the best evidence, and we agreed with Mr. Reynolds that they might be admitted in evidence on stipulation.

Trial Examiner McCarthy: They will be received. The objection is overruled.

Proceed.

Q. (By Mr. Reynolds.) Would you say that that was the general purport of these letters, the general reference?

A. The majority of them I would, yes.

Q. Now, is it not true that since 1933, since the passage of the National Recovery Act with its Section 7 (a), that the principal activity of the National Metal Trades Association has revolved about industrial relationships which might be affected by Section 7 (a) and later by the Wagner Act?

Mr. Seyfarth: I object to its materiality.

Trial Examiner McCarthy: Overruled.

A. I would not say that it was, that is only one of our activities.

Q. (By Trial Examiner McCarthy.) Isn't that the whole purport of the principal contents of that exhibit?

The Examiner glanced through it hurriedly and noticed
867 that there were five or six items in it. One of them was "Some Questions and Answers Concerning the Wagner Act." Then there was the invitation of October 16, 1936, to "Discuss in Detail With You Some of the More Important Activities which our Association is carrying on, designed to establish closer relations between employers and employees." And there are references to tax deductions for social security; another reference to the League for Industrial Rights, regarding court decisions in relation to the National Labor Relations Board; and another one, another letter referring to "Practical Treatment of Industrial Relations Problems."

Now, that seems to be the reason for which the Link Belt apparently was largely interested for its expenditure of $600.00 a year; largely interested in industrial relations concerning employer and employee.

Is that correct?

A. I would not say that that was the case.

Q. (By Mr. Seyfarth.) What was the answer?

A. I would not say that that was the case.

Q. (By Trial Examiner McCarthy.) What is correct?

A. We are also interested in improving training and safety.

Trial Examiner McCarthy: But in that correspondence there is nothing relating to safety or training.

Q. (By Mr. Reynolds.) Is that all the correspondence that you have had?

868 A. It is.

Q. During those years?

A. Yes, sir.

Q. And now, you have said the general purport of those letters is with reference to industrial relationships, employee-employer relations, isn't that right?

A. That is the purpose of the Association, yes, sir.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

Mr. Reynolds: I will offer as Board's Exhibit 18 this collective exhibit of letters passing between the Na-

tional Metal Trades Association and the Link Belt Company.

Mr. Seyfarth: If it please the Examiner, I stipulated with Mr. Reynolds before he resumed the direct examination of this witness to introduction of this exhibit. I would like to have the record show that it is on stipulation.

Mr. Reynolds: This collection of letters consists of thirty-three letters, according to my count, and the dates range between June 9, 1933 and April 30, 1937.

Trial Examiner McCarthy: They will be received.

(Thereupon the documents above referred to were marked "BOARD'S EXHIBIT NO. 18", and were received in evidence.)

Q. (By Trial Examiner McCarthy.) In Board's Exhibit 18 there is a letter dated April 16, 1936, from the
869 Link Belt Company, signed by E. B. Vickers, office manager, addressed to Harry S. Flynn, secretary of the Association, which says:

"Will you kindly change Mr. Kauffman's address on your records and remove his name from your general mailing list? Mr. E. J. Burnell, general manager, and Mr. E. L. Berry, assistant general manager at this office, should receive your circular material, and of course Mr. Kauffmann will still be interested in the more important activities of the Association." Then on April 18th the office manager replied to Mr. Vickers of the Link Belt Company. The initials are "J. J. L."

The Witness: That is J. J. Lamb, who was office manager at that time.

Q. (By Trial Examiner McCarthy.) He says:

"We are making changes on our office records so that Mr. E. J. Burnell, general manager, and Mr. E. L. Berry, assistant general manager, at your office, will receive our material."

Do you know why there was any change as outlined in those two letters?

A. In the management of the Link Belt Company?

Q. Yes.

A. I never knew the details. All I know is that Mr. Torrence left the company and was succeeded by Mr.
870 Kauffmann, who was formerly one of the vice presidents.

Trial Examiner McCarthy: That is all.

Mr. Reynolds: Now, just one or two other questions.

Q. (By Mr. Reynolds.) You said that that entire group

of secret operatives, special operatives, was disbanded sometime about a year or so ago?

A. In October of 1936.

Q. In October of 1936, and the reason for that was Federal legislation?

A. That is right.

Q. Now, among that group of secret operatives there were several like Mr. Cousland?

A. There were.

Q. Who did not report on labor matters?

A. That is correct.

Q. Then isn't it the fact that your labor activities constituted such an important part of your work that you did not consider it important to go ahead with these other activities thereafter?

A. Please frame the question again.

Q. Now, if the type of work that Mr. Cousland did formed an important part of the Association's work with its members, why did they discontinue at that time?

A. It was not considered an important part of the Association's activities, and I stated a few moments ago it
871 was only a very small percentage of our members that used that service. For that reason we decided to discontinue it altogether.

Q. You had considerably over one hundred special contract operative at that time?

A. No, we did not. We had 104 men over a four year period. It was around thirty-six at the time we decided to drop it.

Q. You had thirty-six secret operatives?

A. That is right.

Q. Do you have any idea as to how many of those thirty-six reported on labor matters?

A. Possibly a dozen out of the thirty-six.

Q. Possibly twelve out of the thirty-six?

A. That is right.

Q. (By Trial Examiner McCarthy.) Is it still the practice of the Association to destroy all reports, or do you receive any?

A. We don't receive any reports, we discontinued the service.

Q. (By Mr. Reynolds.) Then you didn't consider that the work that the other twenty-four secret operatives did was important?

A. We did not wish to continue with it because the employment of many men on that payroll was open to ques-

tion, and for that reason the Commissioner decided to
872 get out of it altogether.

Mr. Reynolds: Now, I believe that is all.

Trial Examiner McCarthy: Any questions?

Mr. Seyfarth: Yes, I have plenty of them.

Have you put in evidence this ledger or not, Mr. Reynolds?

Mr. Reynolds: No, I did not..

Mr. Seyfarth: You have read into evidence figures taken therefrom.

Mr. Reynolds: I don't know that all of the figures have been read in the record.

Trial Examiner McCarthy: They have been summarized, the total.

Mr. Reynolds: I don't believe we have summarized the totals either.

Mr. Abbott, can you do that?

Trial Examiner McCarthy: Briefly read the totals.

The Witness: I cannot, the cashier has not got it totalled here. I would not be able to do that.

Mr. Seyfarth: You might total them up, Mr. Reynolds, and I will stipulate on the totals, if you wish.

Mr. Reynolds: Very well, I will attempt to do that.

The Witness: It is quite an arduous job.

Trial Examiner McCarthy: Just in round figures.

873 *Cross-Examination.*

Q. (By Mr. Seyfarth.) Mr. Abbott, you testified that your practice of having special operatives was discontinued in 1936.

A. That is right.

Q. And at the time it was discontinued approximately one-third of the operatives were reporting on labor matters.

A. That is right.

Q. And the other two-thirds were reporting on matters which are not germane to the subject of labor relations, is that right?

A. That is right.

Q. Was the reason why you discontinued the entire number at that time the fact that perhaps the presence of one-third of the special operatives on labor matters might lead the Labor Board and its agents to misconstrue the presence of the other two-thirds?

A. Absolutely.

Q. That is a fact, isn't it?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) It was fear of the Labor Board?

A. It was the Federal legislation under which the Board operates.

Q. (By Mr. Seyfarth.) Now, I show you these letters which are marked Board's Exhibit 18. Will you take
874 the first one, scan it through hastily, and state the gist of that letter?

A. A request for copies of the bulletin entitled "Some Questions and Answers Concerning the Wagner Act."

Q. And this was a booklet put out by you, was it?

A. It is a pamphlet.

Q. A pamphlet.

A. Yes.

Q. And it was designed to give enlightenment to your members on the subject of the Labor Relations Act?

A. And rights under the Act, if any.

Q. When was the document written, shortly after the Wagner Act was declared constitutional?

A. Sometime in the spring of 1937, yes, sir.

Q. Was it written by the attorney for your Association?

A. Yes, sir.

Q. The letter is addressed to you and was received from Mr. Walter Ostrand of the Link Belt Company?

A. Yes, sir.

Q. Requesting copies. He must have thought it was a good work. Now, how about the second letter?

A. It is a letter to Mr. Kauffmann indicating that we had sent several men copies of the bulletin entitled "Some Questions and Answers Concerning the Wagner Act."

Q. That refers to the same booklet, is that right?

A. That is right.

875 Q. The third letter?

A. That is addressed to Mr. Staske, employment man of the Chicago plant of the Link Belt Company, enclosing one hundred copies of the same bulletin.

Q. About the same date as the other two letters?

A. Yes.

Q. And relates to the same pamphlet, is that right?

A. Yes, sir.

Q. What is the next letter?

A. A letter to Mr. Sayre from Mr. Kauffmann, president of the Link Belt Company, asking us to mail a number of copies to six individual plant managers.

Q. That relates to the same booklet, does it?

A. That is right.
Q. And approximately the same date?
A. Yes, sir.
Q. What is the next letter?
Trial Examiner McCarthy: Are you going all through the exhibit?
Mr. Seyfarth: Yes, if the Examiner please.
Trial Examiner McCarthy: I think the Examiner will let the exhibit speak for itself.
Mr. Seyfarth: Well, if the Examiner please, it was certainly inferred by the questions of Mr. Reynolds and by your own questions that by far a greater percent-
876 age of the letters which made up the correspondence between the company and the Association referred to labor matters. Now, I would like to demonstrate that there were about a dozen letters approximately which went to the matter of the booklet that was prepared by the National Metal Trades Association.
Trial Examiner McCarthy: Off the record.
(Discussion outside the record.)
Mr. Seyfarth: I renew my request to go over these letters individually with the witness.
Trial Examiner McCarthy: The request is denied. The exhibit will speak for itself, although you can make a statement pointing out what you had in mind.
Mr. Seyfarth: Yes. For the purposes of the record I would like to point out that a large percentage of the correspondence between the Link Belt Company and the National Metal Trades Association has to do with matters other than labor matters, and those letters which do deal with labor relations are for the most part relating to a booklet which was prepared by the National Metal Trades Association entitled "Some Questions and Answers Concerning the Wagner Act."
Trial Examiner McCarthy: I think the record is clear now.
Q. (By Mr. Seyfarth.) Now, Mr. Abbott, how long has your association been in existence?
877 A. Since 1899.
Q. How many branch offices has the Association?
A. Twenty-six.
Q. Is it an unincorporated association?
A. It is not incorporated.
Q. Has it got a charter from any particular State of the Union?
A. No, sir.

Q. It is a voluntary association, in other words?
A. Correct.
Q. What office do you hold in the Association?
A. I am acting as office manager.
Q. (By Trial Examiner McCarthy.) Of the—
A. Of the National office.
Q. Of the National office?
A. Yes.
Q. (By Mr. Seyfarth.) Where is the National office located?
A. 122 South Michigan, Chicago.
Q. Have you ever testified in labor relations hearings previous to today?
A. I testified in the hearing before the LaFollette Senate Committee in January, 1937, and I testified in the Fan Steel Case in June, 1937.
Q. Just those two occasions?
A. That is right.
878 Q. Is it a fact, Mr. Abbott, that your Association sells a service to its members?
A. They do.
Q. What information is included in these various services that you sell or furnish to your members?
A. Apprenticeship training, safety posters, foremen's training, industrial cooperation, reports on group insurance, thrift plans, reprints of articles from the press.
Q. (By Trial Examiner McCarthy.) On any particular subject?
A. On any particular subject, on anything that might be of interest to our membership.
Q. Other than those you have already listed?
A. Yes.
Q. (By Mr. Seyfarth.) Do you give any information on taxes?
A. Very rarely.
Q. Very rarely?
A. Very rarely. We have a publication which goes to our membership.
Q. What is the name of that publication?
A. "The Metal Trades Digest."
Q. What are the subjects of the articles in that trade magazine? Has the magazine got anything to do with new methods employed in the industry?
A. That is right.
Q. (By Trial Examiner McCarthy.) What industry?

879 A. The metal trades industry.

Q. (By Mr. Seyfarth.) Do your reports or the service which you give to your members include new processes, new inventions of one kind or another, as they affect the metal trades industry?

A. That is correct.

Q. What other services do you furnish to your members?

A. We issue a bulletin on unemployment compensation laws in the different states, and have man going around the country delivering addresses on that subject.

Q. Now, Mr. Abbott, am I correct in assuming that those are general services that you supply your members?

A. They are usually free of charge, yes, sir.

Q. They are free of charge?

A. Yes, sir.

Q. Now, are there any special services that you supply them for which they have to pay an additional sum of money?

A. A service on the training of apprentices and foremen's training. The member pays for that at cost.

Q. Any other service for which the members pays additionally?

A. I think that is the only one.

Q. Were there any other services for which the members paid additional money during the year 1936?

A. No, sir, we have had the same rate of dues since 1899.

880 Q. Now, there has been some testimony here concerning operatives. Did you furnish operatives to your members?

A. You mean confidential operatives?

Q. Confidential operatives.

A. We did.

Q. Did you charge a special fee for that service?

A. That was at a margin of $25.00 to $50.00 a month above what we paid the men.

Q. Above what you paid who?

A. Paid the operative.

Q. In other words, you paid the operative?

A. We paid the operative and billed the member ordinarily at a margin of $25.00 to $50.00 a month.

Trial Examiner McCarthy: May I interrupt here?

Do I understand that you paid Cousland's expenses, that averaged around $10.00 a month, and collected $50.00 a month for doing that?

A. No, we billed the company at cost.

Q. (By Trial Examiner McCarthy.) Where does the $50.00 come in?

A. On some other assignment, it does not apply to this one.

Q. (By Mr. Seyfarth.) Would you classify Mr. Cousland as being a special operative?

A. I did not.

Q. You did not?

881 A. I did not.

Q. Did you at any time so classify Cousland?

A. Not on that basis. Ordinarily these men are guaranteed anywhere from $175.00 to $200.00 a month. This man was paid on an average of seven or eight dollars a month.

Q. Who first made the arrangement with your Association to have Cousland in the plant of the Link Belt Company?

A: That was before my time in the Association.

Q. You don't know anything about it?

A. I don't know anything about it.

Q. (By Trial Examiner McCarthy.) Do you know when he was hired?

A. In October, 1915.

Q. That was while the War was going on?

A. That is right.

Q. (By Mr. Seyfarth.) What was your understanding regarding Cousland when you took over your duties with the Association?

A. I was told he was an old employee of the company who had been there for some time, and that he was very competent as a production man, and for that reason the company had continued their arrangement for a good many years simply to keep him working in the shop.

Q. Did you have other men that you designated as operatives in the factories of other of your members

882 who were similar to Cousland?

A. We did.

Q. Was the amount that was paid those men approximately the same as the amount paid Cousland?

A. It was a great deal more?

Q. It was a great deal more?

A. Yes.

Q. And would you say that the work and the duties of the men in the other plants was the same as the work and the duties of Cousland?

A. Well, their reports were probably a great deal more in detail than Cousland's were.

Trial Examiner McCarthy: May I interrupt?

Mr. Seyfarth: Yes.

Q. (By Trial Examiner McCarthy.) Were instructions given you about Cousland of such a nature as to indicate that Cousland was on a pension?

A. No, not on a pension, but he was a sort of a pace setter in the department, and I was told that when the foreman would go on his vacation in the summer that Cousland would step in and take his place during his absence.

Q. (By Mr. Seyfarth.) Now, you received reports, I take it, from Mr. Cousland on time studies and on production matters?

A. Correct.

883 Q. Did you receive reports on time studies and production methods from your other operatives in other plants who were similar to Cousland?

A. We did.

Q. (By Trial Examiner McCarthy.) What do you call a report on a time study?

A. What the men are making at the piece work rates, and whether there is dissatisfaction over the arrangement, whether the men are able to make the time on the job and under the piece work rates which may be set by the Company.

Q. (By Mr. Seyfarth.) After you get reports from these various men on time studies and production methods, do you collaborate all the information which you receive from the various operatives?

A. No, sir, it is handled as individual reports.

Q. Did you ever make a graph out of those time studies or production methods which you received?

A. I did not.

Q. Did you ever furnish other members in your industry with information which you had received, say, from the Link Belt Company?

A. No, sir.

Q. Did you ever furnish the Link Belt Company information that you had received from other plants that were members of your Association?

884 A. We did not.

Q. How many employees have you got in your office?

A. About thirty-five with our field men.

Q. Did you consider the reports sent in by Cousland and other similar operatives as of a strictly confidential nature?

A. I do, yes, sir.

Q. Was that the reason you destroyed them?

A. That is correct.

Q. Was there any other reason in your mind which impelled you to destroy them?

A. In the last couple of years there have been attempts to force our office door. I don't know the source of it, but I made it a practice to destroy that material every day in order to protect these individuals.

Q. Were you destroying this material before attempts were made to force the office door?

A. About once a week, after that I made an effort to see that it was destroyed every day.

Q. Prior to the attempted burglaries of your office will you state that you destroyed those reports once a week?

A. Once a week.

Q. And after the attempts to burglarize your office will you now state that you destroyed them every day?

A. Every day, yes, sir.

Q. (By Trial Examiner McCarthy.) What did you 885 have to protect these men for?

A. Well, some of them are reporting on union matters, and I did not feel I wanted them to get slugged.

Q. (By Mr. Seyfarth.) Now, Mr. Abbott—

Q. (By Trial Examiner McCarthy.) Just a minute. What are the other reasons?

A. We had always assured these men if they went on that basis we would protect their identity, it was a confidential operation.

Q. In what way was it confidential?

A. Why, we did not feel that it was something to be broadcast to the public.

Q. (By Mr. Seyfarth.) You felt at the time—

Q. (By Trial Examiner McCarthy.) Just a minute, just a minute. What was in those reports that the public should not know about?

A. Well, it depend on what part of the public was interested, whether it was the general public or the union men.

Q. Union men. What was in the reports that the union men would be interested in?

A. It was reports on organizers within the community.

Q. Within the plant?

A. There have been reports on bombings in Chicago,

which you may recall, on the part of a union where several people had their houses blown off the lots. We had a
886 man working on that, and we did not feel that the business agent of that union should realize what the connection of the man was and what he was doing.

Q. In a case like that I can well appreciate it, but was Cousland's case of that nature?

A. What?

Q. Was the Cousland case of that nature?

A. No, it was not.

Q. But you treated it the same way?

A. We treated it the same way, all of them.

Q. (By Mr. Seyfarth.) Now, the Link Belt Company paid your organization how much a year, Mr. Abbott?

A. I believe the record shows for the Chicago branch $600.00.

Q. $600.00?

A. Yes.

Q. Did that include the general services which you gave all the rest of your members in this area?

A. That is correct, yes, sir.

Q. And it included no special services whatsoever?

A. Except an extra billing there for the superintendents and foremens club; that is all that entered into it.

Q. Did it include the bill of Cousland or was that an additional matter?

A. That was an additional matter.

887 Q. That was a so-called special operative matter?

A. Yes.

Q. (By Trial Examiner McCarthy.) What was the billing of Cousland?

Mr. Seyfarth: The billing of Cousland was $9.00 a month, that was the compensation paid him.

Q. (By Trial Examiner McCarthy.) Is that what you are referring to?

A. The billing of Cousland was separate from the regular assessments for dues.

Q. And the billing you referred to is the $9.00 a month?

A. For Cousland, yes, sir.

Q. (By Mr. Seyfarth.) Now, were the services that the Link Belt Company received for the $600.00 sent out without correspondence?

A. By our local plant man who keeps in contact with all the members in the district. He gets around to all of them every month or so.

Q. I mean poster information and the like of that.

A. Yes, sir.
Q. They were mailed out?
A. They sent out posters and things like that.
Q. Was this a case, Mr. Abbott, of Cousland billing you just about as much as he thought the traffic would bear?
A. I did not consider the amount excessive for the
888 results he was probably obtaining in the plant.
Q. $9.00 a month is not very much.
A. It probably kept him in about cigarette money, that is all.
Q. (By Trial Examiner McCarthy.) It was something over and above his actual expenses?
A. I don't know how he spent the money, I have never seen the man.
Q. (By Mr. Seyfarth.) By expenses, Mr. Abbott, do you mean money that he may have spent in carfare going down to a meeting where time studies were discussed, or do you mean in addition thereto, the number of hours per month that he would have to spend making out these reports?
A. The time that he would probably have to spend in making out these reports.
Q. Did you feel that he was entitled to compensation for that additional time that he spent in making out these reports?
A. Yes, sir.
Q. (By Trial Examiner McCarthy.) It was not expense, it was pay?
A. It was always listed as incidental expenses, and that is what he was paid. It was never listed as union dues.
Q. (By Mr. Seyfarth.) It was not?
A. No.
889 Q. I didn't think it would be. Would you say that one of the reasons in addition to those already stated for having destroyed the reports of Cousland was that there was a possibility of their getting into the hands of competitors of the Link Belt Company?
A. I doubt whether that question entered into it.
Q. You don't think that that entered into your mind?
A. No, sir.
Q. And it was merely a routine at the office?
A. Yes, that is right.
Q. Was that a routine that you had followed for many years?
A. It has been the practice for a number of years to destroy the reports every week, and then later every day.

Q. Before the advent of the Wagner Act?
A. Yes, sir.
Q. (By Trial Examiner McCarthy.) It really would have been much simpler for Cousland to go in and see Berry and save all that typewritten work.
A. It could have been done that way.
Q. Why wasn't it done that way, do you know?
A. I don't know, it was an arrangement which hung on there for years.
Q. (By Mr. Seyfarth.) Are you able to state unequivocably at the present time that all of the reports of Cousland which you ever saw contained no information regard-
890 ing labor relations?
A. They did not.
Mr. Seyfarth: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Is it possible that you might have at times compiled all this information together in a table or something and sent it out to your members?
A. We did not.
Mr. Wham: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Mr. Abbott, I call your attention again to your testimony before the Senate Committee, discussing the special contract operatives, that you have testified that there were thirty-six, I believe, is that right?
A. Yes.
Q. Senator LaFollette asked:
"At the time that you had approximately thirty-six of these special contract operatives, how many of them were assigned to general investigatory work, approximately?"
Your answer was:
"Probably eight or ten."
Is that right, probably eight or ten engaged in general investigatory work?
A. That may be correct, yes.
891 Q. Then Senator LaFollette:
"What is the usual objective of the special contract operative investigation?"
You answered:
"To determine any number of things, attitude of employees toward the company, satisfactory working condi-

tions. The foreman might be getting a kick-back from the men on their wages, which should be discouraged. As a matter of fact, they conduct a general investigation within the shop, and report on things, both good and bad. They are instructed to make such favorable comment as they can."

Was that your answer?

A. Yes.

Q. And then Senator LaFollette asked:

"Do they investigate the attitude of employees toward labor organizations?"

Your answer:

"They probably do, yes, sir."

Then Senator LaFollette asked:

"That is a customary practice, for them to report on those conditions?"

Your answer was:

"Yes, sir."

Is that correct?

892 A. That is right.

Q. Then the Senator asked you:

"If they find, for example, that the men in the plant are interested in a particular union or something of that kind, it is a part of the operative's work, I suppose, to report that, is it not?"

Your answer was:

"Yes, sir."

Is that right?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) Along that same line, did Cousland ever make any such report to you?

A. No, sir.

Q. (By Mr. Seyfarth.) Was he one of those eight or ten that you had reference to in there?

A. No, he was not.

Q. (By Mr. Reynolds.) Now, Senator LaFollette was not asking you about the work done by the eight or ten doing general investigatory work alone, was he?

A. I would not say, he is pretty fast, and you have to answer quick to keep up with him.

Q. Didn't you understand that he was asking you about the thirty-six special contract operatives?

A. I don't recall the testimony, the record will speak for itself.

893 Q. Now, Senator LaFollette a little later introduced a report signed by Special Contract Operative No. 419,

saying "Under date of"—this is Senator LaFollette's preliminary statement, he says:

"Under date of September 3, 1937, a report signed by No. 419, which I will offer as an exhibit, and which will be printed in full in the record. I will read just a portion of it:

" 'In further regard to the Getty shop, if some way is not found and decided on to get over making a union shop out of this shop, it will be the means of making a number of others organized union shops, and this is to be used on the men in the other shops, if it becomes a union shop, as all the men in Getty shop have promised and are willing to help organize other sho by explaining just how they did it and got away with it.

" 'It has been stated by Neubold that the head of the firm made the statement that he is thinking of closing the place down for want of orders. He says the firm is not busy, making stock, so the men are looking for some kind of lay off on account of business being slow. If Neubold and one or two others could be eliminated, there would be no trouble, but keep away from union matter. If done,
894 it must be done quickly, with some good discretion used.

Foley and Auld have circulars ready to hand out about how Getty's became organized as soon as word is received from headquarters that they will back the men up. These circulars will tell the men in open shops how it was arranged and accomplished and that the bosses did not fire anyone nor did anyone lose any time over it.' "

And he offered that exhibit in evidence.

Do you remember that report?

Mr. Seyfarth: I will object to the question, and I object to what counsel—

Trial Examiner McCarthy: He has not put any question yet.

Mr. Seyfarth: He just asked him if he read that report. I am asking that the question be stricken because it is prejudicial. What Operative No. 419 did in the Getty plant has no bearing here.

Mr. Reynolds: I haven't finished yet. Give me a little time.

Q. (By Mr. Reynolds.) Now, didn't Senator LaFollette question you about that report, saying:

"That would be a typical report, would it not?" To which your answer was:

"Yes"?

895 A. That record—

Mr. Seyfarth: I object to the question, Mr. Exam-

iner. What Senator LaFollette said before the Senate Committee and asked a witness upon the stand—

Mr. Reynolds: The same witness.

Mr. Seyfarth: Especially when it is not for the purpose of impeachment, but rather for the purpose of prejudicing the company.

Trial Examiner McCarthy: I expect Board's counsel will couple it up. The objection is overruled.

Q. (By Mr. Reynolds.) Then Senator LaFollette said to you:

"As a matter of fact, Mr. Abbott, are not these men primarily instructed to report on labor conditions, the attitude of the employees toward labor organization and the agitation for organization of shops and plants?"

To which your answer was:

"By no means; no, sir."

Is that right?

A. Yes.

Q. Then he asked:

"Isn't that one of the main things which they reported on?"

To which you answered:

"Yes, sir."

896 Then Senator LaFollette said:

"How many of these men were members of labor unions?"

And your answer:

"I should say possibly twelve."

Q. (By Trial Examiner McCarthy.) Do you have any knowledge as to Cousland's labor union activity?

A. I testified previously that I was satisfied that he never belonged to any union, according to my knowledge.

Q. (By Mr. Reynolds.) Some of the other special contract operatives were members of labor unions?

A. They reported on union meetings.

Mr. Seyfarth: If the Examiner please, I am going to ask what has been read from the Senate Committee report be stricken from the record bodily.

Trial Examiner McCarthy: Overruled.

Q. (By Mr. Reynolds.) That is the only means you had of knowing whether any of your special operatives were members of unions, from their reports?

A. I may have talked with some of the men and knew that, but this man, I have never seen him since he has been with the organization.

Q. Would you say that any of these ten or twelve men which you have knowledge of, who were members of unions,

joined because they believed in the union and communism?

897 Mr. Seyfarth: I object to that question.

Trial Examiner McCarthy: Sustained.

Q. (By Mr. Reynolds.) Do you know why these men joined unions?

Trial Examiner McCarthy: I sustained that objection. It is not germane.

Mr. Reynolds: That is all.

Mr. Seyfarth: That is all.

(Witness excused.)

Mr. Reynolds: Mr. Kalamarie, take the stand.

JOHN KALAMARIE, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) State your name and address.

A. John Kalamarie, 2720 North Monitor.

Q. You formerly worked for the Link Belt Company?

A. I did.

Q. What was the last day on which you worked?

A. November 30, 1937.

Q. Prior to November 30, 1937, how long had you been employed by the Link Belt?

A. Twenty-five months.

Q. How long?

898 A. Twenty-five months.

Q. Twenty-five months?

A. Yes.

Q. What department did you work in?

A. South side, chipping room.

Q. Chipping room?

A. Yes.

Q. Are you a member of the C. I. O.?

A. I am.

Q. When did you join the C. I. O.?

A. About the third week in March, 1937.

Q. Who asked you to join the C. I. O.?

A. I heard there was a C. I. O. movement going on, and I happened to find out there was one of their meetings being held and I went down to the meeting hall and I joined.

Q. Did you join at the meeting hall?

A. I did.

Q. Following that time did you attend C. I. O. meetings?
A. I did.
Q. Were you active in the C. I. O.?
A. I was.
Q. Did you solicit membership?
A. I did.
Q. Where did you carry on that activity of soliciting membership?
899 A. I carried on the activities outside the plant, in the morning, in the evening, when I was going to work in the morning, when I was going home from work, during the lunch hour in the shop.
Q. Did you, at any time, see solicitation for the C. I. O. in the shop during working hours?
A. I did not.
Q. Now, do you recall when the Independent Union started?
A. Well, I think it was about between the first and the last—around the second week in April, or the first week of April, 1937.
Q. Now, how did it first come to your attention?
A. Well, the first thing I knew of it, I heard talk around the men, everybody was talking about the Independent Union; and I had an opportunity of seeing my foreman, the night shift boss, George Bellop, soliciting members in the Independent Union at around three o'clock in the morning, right after the lunch hour.
Q. That was about what date?
A. Well, I think it was about the 22nd or the 21st of April, right in there somewhere.
Q. Now, do you know how Mr. Bellop happened to do that soliciting at that time?
A. Yes, I do. When I saw him, I went into the office to see him about some work, and he called my attention to
900 a note which he had from—I believe it was signed by McKinney.
Q. Who is he?
A. He was the foreman on the day shift at that time.
Q. Is he superior to Mr. Bellop?
A. He is.
Q. What did this note say?
A. This note instructed George Bellop to pass this document around, which was headed—I have read it, but I have forgotten it—and ask the men to sign it.
Q. Do you know in general what the substance of the heading on that paper was?

A. It was the Independent Union of Craftsmen, that was the heading of it.

Q. What further did Mr. Bellop say about that?

A. He said he didn't know what to do about it.

I told him, "If that is your orders, at least you will have to follow out the orders."

So he took the paper around to have the men sign up.

Q. Did he ask you to sign up?

A. He did.

Q. What did you tell him?

A. I told him I didn't care to, I didn't care about it.

Q. Did you observe him take the paper to other employees?

A. Yes, I did.

Q. Were the other employees working at that time?

901 A. They were.

Q. Do you know anybody which was signed up by Mr. Bellop?

A. Not to my knowledge, I didn't see anyone sign it; the ones he approached all refused.

Q. Do you remember anybody he approached?

A. Yes.

Q. Who did he approach?

A. I seen him approach this fellow Mike Karbol, and my helper, John Plyjo. I seen him approach Herman—I don't know his last name, and his helper, Alex.

Q. Did anyone else ever ask you to sign up in the Independent Union besides George Bellop, your foreman?

A. No, they did not.

Q. George Bellop was your foreman?

A. Yes.

Q. Did you see any activities of the Independent Union around the plant after that time?

A. Well, yes. After I was transferred from the night shift to the day shift, I was working days for about two or three days when I seen Bill Sterling, I think his name is, collect dues for the Independent.

Q. Who is Bill Sterling?

A. He was a steel inspector.

Q. Steel inspector?

A. Right.

902 Q. Was that during working hours?

A. It was.

Q. Who did you see him talk to?

A. I seen him talking to Carl Engstrom, I think his name is.

Q. Anyone else?

A. I seen him talking to a couple of other fellows, but I don't recall their names.

Q. Anybody ever approach you for dues in the Independent Union?

A. No, they have not.

Q. Now, on the last day you worked for the company, what occurred?

A. You mean when I was laid off?

Trial Examiner McCarthy: Yes.

Q. (By Mr. Reynolds.) Yes.

A. Well, I remember distinctly it was Tuesday, November 30th, at about a quarter to eight.

Q. (By Trial Examiner McCarthy.) In the morning?

A. No, I will take that back, it was about a quarter to seven in the morning, when Bill Morely approached me and told me he wanted to see me in the office.

Q. Who is Bill Morely?

A. He was my boss that time. So I followed him in, and he gave me my pay envelope and told me the
903 company was cutting down on the force, and I was next in line and I had to go.

And I come back and I asked him, how about the seniority rights?

He said, "I don't know anything about that, that is orders, to lay you off, and I don't know anything else about it."

I said, "I will see Mr. Skeets."

He says, "You have that privilege if you want to."

I went in to see Mr. Skeets about two days later, to see if I will get my job again.

Mr. Skeets says, "Things are bad around here, we had to cut down on some lines, and with me being next in line we had to let you go."

I pointed out to him where there were two acetylene burners younger than I, and I wanted to know what about my seniority rights.

Q. What did you do in the plant?

A. First when I started there I was an acetylene burner.

Q. (By Mr. Reynolds.) How long did you work as an acetylene burner?

A. Out of the twenty-five months I worked there, I think about—I put in twenty-one months on the acetylene burner. The first month I put in as a helper, and the other three months I was on the electric welding.

Q. (By Mr. Reynolds.) The last twenty-five months you were on the acetylene burner?

904 Trial Examiner McCarthy: No, twenty-one, on the acetylene, and three months electric, is that right?

The Witness: That is right.

Q. (By Mr. Reynolds.) Now, did you name the men to Mr. Skeets?

A. Yes, I did.

Q. Who were they?

A. I know one of them by his name, Steve Kruma, and the other guy was Tony, I don't know his last name, but his first name is Tony.

Q. How did you know that they had less time with the company than you?

A. I was already a pretty old employee of the company when they began to work there, they had not worked for the company.

Q. Were they experienced at that time with that kind of work?

A. Yes, I broke in both men.

Q. You broke in both men?

A. Yes, sir.

Q. Do you know that they remained there after you left?

A. Yes, sir.

Q. What did Mr. Skeets say when you told him that?

A. I told Mr. Skeets about these two fellows being in there and I was going out.

He says, "I don't think it makes much difference,

905 it will only be a day or so before the rest of them will be laid off, we won't be using them."

But they were both working in there until last week.

Q. Until last week?

A. Until last week.

Q. Do you know what day they quit?

A. I think one got fired on a Thursday and the other got fired on a Friday, that is, laid off.

Q. What did you answer when he said that in a day or two they will be let out too?

A. I said I would like to work as long as possible, I would like to get in my time.

He says, "It is only a day or so."

With that I left.

Q. Did you ever go back again about your job?

A. No, I did not. I talked to a couple of fellows, and they says it was no use, they were only working a day or

two a week, and there was not enough work for the ones who were there. I didn't think it was necessary to go back.

Q. Does the company ordinarily call a man back when they lay him off and then have work for him later?

A. I guess that may be true in some cases.

Q. You have received no call to come back?

A. I never have, no.

Q. Now, what were your wages while you were
906 working at Link Belt?

A. I think they ran 68 and some tenths cents an hour, not quite 69 cents.

Q. How many hours a week were you working at the time you were discharged?

A. Forty hours.

Q. Forty hours?

A. Yes.

Q. Now, how long prior to the time you were discharged had you been making that amount?

A. Well, I would say about five months.

Q. Five months?

A. Yes.

Q. Now, since you were discharged have you made any money?

A. I have been working for the Government, W. P. A.

Q. W. P. A.?

A. Right.

Q. (By Trial Examiner McCarthy.) Have you done anything else?

A. That is all.

Q. When did you start working for the W. P. A.?

A. January the 23rd, I imagine.

Q. (By Mr. Reynolds.) January 23rd?

A. Right along in there.

Q. And what is your rate of pay on that job?

907 A. 50 cents an hour.

Q. 50 cents an hour?

A. Yes, sir.

Q. How many hours have you worked?

A. Fifty-five hours in two weeks, if we can get them in.

Q. What is that?

A. Fifty-five hours in two weeks, if we can get them in, that is, provided there is no rain or big snow or anything like that.

Q. 110 hours a month?

A. A month.

Q. Fifty-five hours is the limit that a man can make at that job?

A. That is the limit.

Q. Since January 23rd have you made the limit each month?

A. No, I haven't. I have only made around $93.00, I think, so far.

Q. $93.00 since January 23, 1938?

A. Yes.

Trial Examiner McCarthy: I understand that this is not considered earned income. Do you understand that?

Mr. Reynolds: I am not sure whether it is or not, but perhaps you are right. That is all I have.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Have any of
908 the foremen had reason to criticize your work?

A. Well, I was classed as a good worker down there, always did my work right. Very seldom there was anything said about it, but I think in August of last year, around—well, the 15th, somewhere, the first part of August when I went in with Bozurich and James Griswold—

Q. You went in with them where?

A. I went in with them to see Mr. Berry.

Q. Then what happened?

A. To ask about the lay offs that were going on.

Q. You were on a grievance committee?

A. Yes, sir.

Q. Did you represent the C. I. O. in that?

A. I did.

Q. Does this relate to you? What we are ascertaining is your status in the plant.

A. You asked me if there was any question about my work.

Q. Yes.

A. I intended to point that out.

Q. That is right.

A. After we seen Mr. Berry, two or three days later I came to work—I was an electric welder at this time—and the night foreman, that is, George Bellop, approached me, and showed me an order he had from Bill Morely,
stating that if I didn't do more and better work I
909 would get a week's vacation without pay.

Q. Did Bellop show that to you?

A. He showed it to me.

Direct Examination (Resumed).

Q. (By Mr. Reynolds.) Mr. Kalamarie—pardon me for interrupting—are you sure this was August and not November?

A. It might be in November, it was the latter part of the year, 1937.

Q. Do you remember whether you wrote out a statement about that matter?

A. I do.

Q. Would it refresh your recollection if I showed you the statement, about the time?

A. I would recognize it.

(Document handed to the witness.)

A. This is it all right.

Q. (By Trial Examiner McCarthy.) What is the date?

A. November the 18th.

Q. And not August 12th?

A. No, November 18th.

Mr. Seyfarth: November 18th?

Mr. Reynolds: November 18th.

The Witness: And thereafter he got that order from the office at that time, the way he read it to me, that I have to quit loafing, and he told me my work is not good enough.

910 Q. (By Trial Examiner McCarthy.) Were you loafing?

A. No, not at that time, not at no time.

Q. (By Mr. Reynolds.) This increased supervision began two or three days after you had been in with this committee to see Mr. Berry?

A. That is true.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) You started out as a laborer, didn't you, John?

A. That is right.

Q. A short time after that you got a job as an acetylene welder in the chipping room?

A. No, I was acetylene burner.

Q. (By Trial Examiner McCarthy.) What is the difference between a burner and a welder?

A. Well, the burner job is to cut off the gates, off the risers.

Q. That is the burner's job?

A. Well, the burners operate with gas. The welder is the one that fills up the holes.

Q. He is the man that actually handles that fire?

A. I do the same thing, but it is two different kinds of work. One fills in the holes in the cracks, patches up the cracks with an acetylene welder. The acetylene 911 burner cuts the gates off the castings.

Q. (By Mr. Seyfarth.) You were in the chipping room, were you?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) Shipping or chipping?

A. Chipping room.

Q. (By Mr. Seyfarth.) How many men were employed in the chipping room?

A. Well, in the chipping room there at what we call the south end, laborers and all, there was about thirty-five or thirty, something like that.

Q. When did you go on the night shift?

A. I went on the night shift I think the latter part of April, or May, something like that.

Q. (By Trial Examiner McCarthy.) 1937?

A. 1937.

Q. (By Mr. Seyfarth.) 1937.

A. Yes.

Q. Was there an increase in work at that time which necessitated extra work at night?

A. You mean when I went on the night shift?

Q. When you went on the night shift.

A. I may be mistaken, I think I went on the night shift in December.

Q. (By Trial Examiner McCarthy.) In December, 1936?

912 A. 1936, from a laborer.

Q. (By Mr. Seyfarth.) From a laborer?

A. Then I was sent back on the day shift in 1937, in May, I think it was, on the acetylene burner.

Q. On the acetylene burner?

A. Yes.

Q. What did you do on the night shift? You were an acetylene burner then, too, were you not?

A. Right.

Q. They put you on days at acetylene burner work?

A. Right.

Q. You started in May of 1937 and continued until the time that you were laid off?

A. No, I think I started around May, 1937, and until October 1937, when I was put back on welding on the night shift.

Q. On the night shift?

A. Yes.

Q. So you alternated at days and nights; started on days, shifted to night work, then you went back to days until October of 1937, and then the last month or so you were working nights?

A. I don't know whether it was October or not. I think I put in about three months on electric welding on the night shift. That would be July or August, somewhere around there. I know I put in three months on welding.

913 Q. That is what is known as arc welders?

A. That is right.

Q. How many arc welders were there in your department?

A. There was three of us there.

Q. Were the others all younger welders?

A. One was younger, one was older.

Q. Do you know what happened to the younger welder?

A. He was a younger man in the plant, but he was an older welder, but he got laid off before I did.

Q. He was a younger man?

A. I had more seniority rights.

Q. He was laid off before you were?

A. The day before I was.

Q. Then you were laid off the following day because you were the next youngest welder?

A. That is right.

Q. You say George Bellop was your night boss?

A. That is right.

Q. That is when you were working nights as an acetylene burner?

A. That is right.

Q. You were working in the chipping room?

A. Right.

Q. You say he solicited membership in the Independent Union?

914 A. That is right.

Q. And you specified either the 21st or the 22nd of April at three o'clock in the morning.

A. It was along that time.

Q. Did he solicit your membership?

A. He asked me to sign, and I refused.

Q. Was anybody else present at the time?

A. We were all working at the time, those fellows were working next to me. I don't know whether he signed them or not.

Q. Who was working next to you?

A. John Plyjo, he was my helper at the time.

Q. He was your helper?

A. Yes.

Q. You said that you went in the office and you saw Mr. Bellop, is that right?

A. That is right.

Q. What date was that that you went in the office, John?

A. I used to see him there frequently, pretty nearly every night I used to go in there, I don't know what you are referring to.

Q. I am talking about the occasion when you saw the note. What was the date?

Trial Examiner McCarthy: Pardon me, what was that?

Q. (By Mr. Seyfarth.) When you saw the note from 915 McKinney to Bellop, what was the date you saw that note?

A. The very evening that he solicited the memberships.

Q. That was the same evening?

A. That was the same evening.

Q. Was it before three a. m. when he solicited or after three a. m.?

A. We had lunch from two to two-thirty.

Q. Yes.

A. I will take that back, from two-thirty to three we had lunch, and it was about five minutes after that.

Q. He solicited you about three o'clock?

A. I would say five minutes after three.

Q. And then ten minutes after three you went into the office?

A. No, I seen that in the evening when I started work.

Q. What time in the evening?

A. Around ten o'clock, some place.

Q. That was the night before you were solicited by George Bellop?

A. That is right.

Q. Didn't you testify on direct examination that when you saw the note that he had at that time asked you to sign the paper?

A. I did not. At that time he asked me what he should do about it.

916 Q. Didn't he ask you to sign the paper then?
A. Not at that time, he did not, no.
Q. You were not in the office with him at that time?
A. I was not in the office with him at that time.
Q. Was anybody else present?
A. No, there was not.
Q. Do you know why he did not ask you to sign the paper?
A. He was in doubt what to do about it.
Q. Later he asked you to sign it?
A. Yes.
Q. In the presence of the other men?
A. I don't know whether they seen it or not.
Q. When he had you in the office all alone he did not ask you to sign it?
A. He did not ask me to sign it.
Q. What kind of paper was the note written on?
A. It was a white sheet of paper, about this size (indicating).
Q. Did you read it?
A. I did.
Trial Examiner McCarthy: Referring to tablet paper.
Q. (By Mr. Seyfarth.) Was the note signed by anybody?
A. It had a few signatures on it.
Q. Whose signatures were on it?
A. I don't recall.
917 Q. Did you see McKinney's signature at any time?
A. I seen it on that order he issued to George Bellop.
Q. What kind of paper was the order written on?
A. It was a white sheet of paper. It was an order he would leave in the office of what he wanted to do, naming the articles he wanted finished, and different things, and this memorandum.
Q. What did it say?
A. It says, leaving you a form, a sort of a document to pass around.
Q. Did he use the word "form" or "document"?
A. Well, "document".
Q. Yes.
A. To pass around among the men to sign.
Q. Did it have McKinney's name signed to it?
A. McKinney's name was signed underneath.
Q. Do you recall what orders he gave out regarding the castings?

A. I do not.
Q. But you do remember the order regarding the paper?
A. I do.
Q. And this transpired, you say, in Bellop's office?
A. It did.
Q. Would you know McKinney's handwriting if you saw it?
A. I think I would, I would not be sure about that, though.
918 Q. Do you know Mr. McKinney?
A. I do.
Q. Now, you say you saw him take the paper around to Mike Karbol?
A. I did.
Q. What day was that?
A. The same evening.
Q. What time?
A. Oh, I guess it was about—I wouldn't be sure, but it was after three o'clock when he got to him.
Q. Was anybody else present?
A. I couldn't say that there was.
Q. You don't remember?
A. I don't remember.
Q. You saw him take the paper to your helper, John Plyjo?
A. I did.
Q. Was that the same evening also?
A. The very same.
Q. Did Plyjo sign it?
A. He did not.
Q. Is Plyjo still working for the Link Belt Company?
A. I guess he is, to the best of my knowledge.
Q. What time did he talk to Plyjo?
A. Right after he asked me to sign it.
Q. Was anybody present besides Plyjo and Bellop?
919 A. I don't remember.
Q. Then he talked to two men by the name of Herman and Alex?
A. Right.
Q. Where were they working?
A. About ten feet from me.
Q. You don't remember their last names?
A. I do not.
Q. Was anybody else present when he talked to Herman and Alex?
A. They were all working there.

Q. Who is Bill Sterling?
A. He is steel inspector on the chipping room shift, the day shift.
Q. When did you see him collect dues?
A. In the afternoon.
Q. What day?
A. I think it was in the afternoon. I don't remember what day it was, it may have been in June sometime.
Q. Who did he collect dues from?
A. Carl Engstrom.
Q. Was anybody else present?
A. There are some twenty-five or thirty men working on that shift. I guess they were all there, they had not laid off that day.
920 Q. They were present when he collected dues from Engstrom?
A. They were working right along there.
Q. Did you see any money pass?
A. I did.
Q. How did you classify yourself at the time, John, as an acetylene burner or as an arc welder, which was it?
A. I would say I was an acetylene burner more than anything else. I was just breaking in on an arc welder.
Q. Is an arc welder a better job than an acetylene burner?
A. I would not think so.
Q. Is one better than the other?
A. In preference, I would take the acetylene burner.
Q. Does one pay better than the other?
A. I imagine in some shops the electric welding does pay more.
Q. (By Trial Examiner McCarthy.) Did you get more money?
A. I did not, I got the same.
Q. (By Mr. Seyfarth.) Is it harder work to be an arc welder than an acetylene burner?
A. I think it is harder.
Q. You were able to do both jobs equally well?
A. No, I was just breaking in on the arc welder. I only had about three months, and it takes about three years to be any good if nobody shows you.
Q. You have been the acetylene burner on the night shift?
921 A. At first, then I went on days. Then I got my electric welding job.
Q. When you got your electric welding job were you working days?

A. I was working days at the time but the work in the electric welding was at nights.

Q. Did you ever do any electric welding in the daytime?

A. One day, about five hours.

Q. Now, would you say that the date that George Bellop showed you the note from Morely was November 20, 1937?

A. It would be right around that time sometime, maybe two or three days before or after.

Trial Examiner McCarthy: It was November 18th, after he refreshed his recollection from the statement.

Mr. Seyfarth: He says two days later than November 18th.

The Witness: November 18th was the day I went to see Mr. Berry.

Trial Examiner McCarthy: That was November 18th?

The Witness: Yes. It was two or three days after we went in to see Mr. Berry.

Q. (By Mr. Seyfarth.) Around November 20th?

A. Yes, sir.

Q. Was anybody present when George Bellop showed you that note?

922 A. No, there was not.

Q. Where did he show it to you?

A. I was coming in to work, and he just happened to step out of his office, and he had his order in his hand, and he gave it to me right outside the office.

Q. It stated if you did not do better you would get a week's leave?

A. That is right.

Q. Did you explain to him that you had been arc welding for just a short time?

A. I didn't say anything to George Bellop that evening. I got hold of Bill Morely the next morning and he wouldn't talk.

Q. Who wouldn't?

A. Bill Morely. I started to explain that I couldn't do better work because I was not experienced in the job, and he should not class me with the other welders.

Q. Then you were not doing your work on the arc welder as well as you could if you had been more experienced, is that right?

A. If I had been more experienced, I could have done better work.

Q. You feel that you could have done better work on the acetylene burner?

A. But for the work I was doing on the arc welding, I was doing very well.

923 Q. But you feel that you could do better work as an acetylene burner?

A. Yes, sir.

Trial Examiner McCarthy: It is five o'clock.

Mr. Wham: I would like to ask some questions, but I can do it in the morning.

Mr. Reynolds: I would like to have this witness disposed of tonight.

Trial Examiner McCarthy: How long will it take?

Mr. Wham: Not very long.

Trial Examiner McCarthy: We will take a five minute recess.

(A short recess was taken.)

Cross-Examination.

Q. (By Mr. Wham.) John, I haven't quite gotten straight yet who your foreman is or was.

A. At what time?

Q. Well, you had different foremen, did you?

A. At what time do you want to know who was my foreman?

Q. Just tell me who your foremen were at different times.

A. When I first started I had Bill Peters. Bill Peters was my foreman then.

Q. No, I mean in 1937.

A. In 1937?

Q. Start along about the first of April.

924 A. My last foreman was Bill Morely in April. On the night shift I had George Bellon, when I worked nights; on the day shift it was McKinney.

Q. You worked on a night shift at that time?

A. In April?

Q. In April.

A. I did.

Q. Did you later shift over to the day?

A. I did.

Q. And when was that?

A. Around May or June, along in there.

Q. Who was your foreman then?

A. McKinney.

Q. Who?

A. McKinney.

Q. Then later on was Morely your foreman?

A. Bill Morely later on was my foreman. They had

changed foremen along in June or July sometime, I don't know just when.

Q. That is, for a time it was McKinney, then Morely?

A. Yes.

Q. Now, on November 18th you say that George Bellop approached you and showed you an order from Bill Morely?

Trial Examiner McCarthy: He made some mistake, it was two or three days after the 18th, the day which
925 the grievance committee went in there.

Q. (By Mr. Wham.) Two or three days later, around November 20th, George Bellop approached you with an order from Bill Morely?

A. To what effect, to the effect I didn't—if I didn't do more work I would be laid off?

Q. What did George Bellop have to do with it?

A. I was back on nights.

Q. When did you go back on nights?

A. I don't know.

Trial Examiner McCarthy: He said in August.

The Witness: In August sometime.

Trial Examiner McCarthy: He said he was there three months.

Q. (By Mr. Wham.) George Bellop was your foreman nights?

A. Yes, sir.

Q. He was taking orders from McKinney?

A. Yes, sir.

Q. Bellop took orders under McKinney in April?

A. At that time, yes.

Q. You say you were in Bellop's office every night?

A. Not every night, but sometimes every night, when he needed me in there, he would tell me what work he wanted.

Q. You were rather confidential and friendly?

A. I will get along with anybody, as far as that goes.

926 Q. So when he got the proposition he asked you about it?

A. Not exactly, he sometimes would use his own judgment, and sometimes if he couldn't make it out, if he couldn't make out what the thing was, he would ask me about it.

Q. So when he got this note to solicit for the Independent Union he was a little bit puzzled by it and he asked your advice about it?

A. He did.

Q. You advised him that inasmuch as his superior officer, Mr. McKinney, had ordered him to do it, he had better go ahead and do it?

A. That is right, if he wanted to keep his job, I imagine he should.

Trial Examiner McCarthy: Keep your voice up.

The Witness: If he wanted to keep his job, I imagine he should.

Q. (By Mr. Wham.) You never solicited for the C. I. O. on company time, did you?

A. I did not.

Q. Just confined yourself to the forenoon, and afternoon after work?

A. That is right.

Q. You did quite a bit of soliciting at that time, didn't you?

A. I did.

927 Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Trial Examiner McCarthy: Nine-thirty tomorrow morning.

Mr. Reynolds: Mr. Examiner, I might say for the benefit of other counsel I only expect to have two or possibly three more witnesses. We have one man who has not been cross-examined by the Respondent.

Trial Examiner McCarthy: Novak?

Mr. Reynolds: Novak. I think besides him I will just have two more witnesses.

Trial Examiner McCarthy: Can we get through Saturday? How long do you think you will take?

Mr. Seyfarth: I don't know. Mr. Ford is out of town and will be back Saturday morning, and he can give you a better idea.

Mr. Reynolds: Can you cross-examine Mr. Novak?

Mr. Seyfarth: I think we will work that out.

Wr. Wham: I wonder if it would be possible to have an evening session?

Trial Examiner McCarthy: Off the record.

(Discussion off the record.)

Trial Examiner McCarthy: Nine-thirty tomorrow morning.

(Whereupon, at 5:15 o'clock p. m., Thursday, March 17, 1938, the hearing was adjourned to 9:30 o'clock a. m., Friday, March 18, 1938.)

Blank Page

Blank Page

CLERK'S COPY.

179

402709
Sup Ct

Vol. II

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1940

No. 235

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

LINK-BELT COMPANY

No. 236

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

INDEPENDENT UNION OF CRAFTSMEN

ON WRITS OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT.

PETITION FOR CERTIORARI FILED JULY 12, 1940

CERTIORARI GRANTED, OCTOBER 14, 1940

Blank Page

IN THE

United States Circuit Court of Appeals
For the Seventh Circuit

LINK-BELT COMPANY, A CORPORATION,
Petitioner,

No. 6974 *vs.*

NATIONAL LABOR RELATIONS BOARD,
Respondent.

INDEPENDENT UNION OF CRAFTSMEN,
Petitioner,

No. 7102 *vs.*

NATIONAL LABOR RELATIONS BOARD AND LINK-BELT COMPANY,
Respondent.

Counsel for Link-Belt Co.:
MR. HENRY E. SEYFARTH.

Counsel for Independent Union of Craftsmen:
MR. BENJAMIN WHAM.

Counsel for National Labor Relations Board:
MR. CHARLES FAHY,
MR. ROBERT B. WATTS.

Petitions for Review and Request for Enforcement of Order of the National Labor Relations Board.

Blank Page

INDEX.

Petition of Link Belt Company to review and set aside an order of the National Labor Relations Board 1

Appendix A—Further particulars in connection with subparagraph (15) of paragraph 16 of petition 23

Appendix B—Further particulars in connection with subparagraph (17) of paragraph 16 of petition 31

Appendix C—Further particulars in connection with subparagraphs (19) and (21) of paragraph 16 of petition 33

Appendix D—Further particulars in connection with subparagraph (23) of paragraph 16 of petition 36

Appendix E—Further particulars in connection with subparagraph (28) of paragraph 15 of petition 38

Appendix F—Further particulars in connection with subparagraph (30) of paragraph 16 of petition 39

Answer of the National Labor Relations Board to petition of Link Belt Co. for review, and request for enforcement of order 39

Petition of Independent Union of Craftsmen to review and modify an order of the National Labor Relations Board 45

Answer of National Labor Relations Board to petition of Independent Union of Craftsmen to review order 54a

PROCEEDINGS BEFORE NATIONAL LABOR RELATIONS BOARD.

Complaint 55
Rules and Regulations of the National Labor Relations Board 61
Order of Mar. 11, 1938, designating Trial Examiner. 90
Charge—second amended 91
Affidavits of service 93
Post Office return receipts 94-95
Answer of respondent to complaint 96
Motion for intervention by Independent Union of Craftsmen and Local Lodge No. 1 thereof 99

PROCEEDINGS BEFORE TRIAL EXAMINER.

Colloquy 102, 106, 925, 1287

WITNESSES FOR NATIONAL LABOR RELATIONS BOARD.

Abbott, O. R. 582
Balcauski, Stanley 656
Berry, Edward L. 109
Bozurich, Paul 421, 1235, 1290
Cousland, James 112
Cumorich, Nick 409, 1218
Johnson, Fred 312
Johnson, Harry 569, 1265
Kachka, Alex 361
Kalamarie, John 621, 1208, 1222
Karbol, Mike 560, 1225
Lackhouse, Frank 279
Lackhouse, Joseph 527
Novak, Joseph E. 216, 697, 1214
Pronsktes, Dominick 639

Robinson, Julius 549
Salmons, Louis 142, 228, 1228
Solinko, Frank 264
Solinko, Pete 241
Sorensen, Nels Carl 370
Sullivan, Donald 343
Thomas, Joseph 540
Tomas, John 353
White, Edward 347

WITNESSES FOR INTERVENER (INDEPENDENT UNION OF CRAFTSMEN).

Bailey, John W. 879
Balton, Walter 878
Brucks, Hubert 828
De Runtz, Leo 891
Erickson, Russell Paul 882
Friberg, Alvin N. 835
Froling, Ray 809
Greenlee, William J. 874
Jamison, Edgar E. 924
Jeske, Joseph 901
Johnston, Archibald 920
Kowatch, John J. 856
Kresge, Ralph C. 869
Kubicki, Frank 903
Linde, George F. 712, 1267
Litster, John 789
Lubenkov, John 906
Nordine, August 917
Richards, William C. 896
Rosenbaum, Arthur H. 848
Ross, Arthur B. 104, 830, 1207
Smith, Edward 894

Speiser, Joseph 911
Sterling, William 888
Szabo, Joseph 915
Workman, John L. 899

WITNESSES FOR RESPONDENT.

Berry, Edward L. 1125
Carlson, Fred 999
Conroy, William A. 1122
Elsen, John J. 1040
Forss, Joseph 1005
Leonard, Charles 1002, 1097
Masilionis, Mike 1012
McKinney, Ed L. 1062, 1095
Morley, William A. 1018
Olson, Axel E. 1044
Peters, William 1027, 1270
Pyle, Fred L. 1015
Siskauskis, William 1049
Skeates, Fred B. 928, 1107, 1283
Staskey, S. A. 992
Wright, Edgar Wellington 1057

NATIONAL LABOR RELATIONS BOARD EXHIBITS.

1—Complaint with copy of Wagner Act and Rules and Regulations of N. L. R. B. attached 55
Second amended charge filed March 1, 1938 91
Affidavit of Service on respondent and I. U. of C. 93
Affidavit of Service on Lodge 1604 (C. I. O.) 93
Answer of Respondent to Complaint 96
Motion for intervention by Independent Union of Craftsmen and Local Lodge No. 1 99
Order designating trial examiner 90

2—Stipulation signed by Reynolds (attorney for Board) and Berry re incorporation and interstate commerce 1291
3—Report of Senate Committee on Education and Labor re industrial espionage (excerpts from)..1293
4—Hearings before Senate Committee on Education and Labor re industrial espionage (excerpts from) 1294
5—Constitution and By-laws of Employees' Board..1296
6—Minutes of meetings of Employees' Board of May 26, 1935, Mar. 31, 1936, April 28, 1936, May 26, 1936, and June 30, 1936.....1301
7—Social Security card for Waldemar Bjork.....1307
8—Social Security card for Louis Salmons.....1307
9—Vouchers showing payments from S. W. O. C. for organizing services for period Sept. 28, 1936, to Dec. 21, 1936 1309
10—Agreement between Link Belt Co. and Independent Union of Craftsmen, dated Apr. 21, 1937....1311
11—Statement headed "Withdrawal" signed by Louis Salmons at Board offices 2 or 3 days before he returned to work.....1312
12—Affidavit of Frank Solinko re circumstances under which he joined I. U. of C. 1312
13—White membership application card of Independent Union of Craftsmen 1313
14—Karpen & Bros. Furniture Co. income tax report re Nick Cumorich for 1937 ($425.00).....1313
16—Proposed constitution of Independent Union of Craftsmen 1314
17—Proposed By-laws of Independent Union of Craftsmen 1317
18—Correspondence between Link Belt and National Metal Trade Ass'n between June 9, 1933, and April 30, 1937 1321-1336

18-A—Document, "Some Questions and Answers Covering the Wagner Act".....1336
19—Invoice of Link Belt 1339
20 Notice of meeting of I. U. of C. of June 1, 1937..1340
21—Notice of I. U. of C. re election of girl stewards.1340
22—Notice of meeting of I. U. of C. of April 22, 1937 1340
23—Notice of I. U. of C. that initiation fee of $3 would be imposed if not signed up by Sept. 1, 1937 1340

RESPONDENT'S EXHIBITS.

1—Blueprint of Link Belt plant showing departments prior to remodeling 1343
2—Notice dated April 12, 1937, signed by Berry re circulating false information concerning pay increases 1345
3—Notice of dissolution of Employees' Board dated April 19, 1937, signed by Berry for company and members of Employees' Board 1345
4—Summary of Iron Foundry operation (14 sheets).1346
5—Summary of Steel Foundry operation (14 sheets).1360
6- 6A—Steel cleaning floor seniority table....1374-1383
7- 7A—Iron floor seniority table 1375-1384
8- 8A—Core room seniority table 1376-1385
9- 9A—Apprentices' seniority table 1376-1386
10-10A—Carpenters' seniority table.....1377-1386
11-11A—Charging floor and cupula seniority table... 1377-1387
12-12A—Sprocket floor seniority table.....1378-1387
13-13A—Bench floor seniority table.....1378-1388
14-14A—Machine floor seniority table.....1379-1388
15-15A—Steel floor seniority table.....1379-1389
16-16A—Iron cleaning floor seniority table.....1380-1390

17-17A—Night shakeout seniority table.....1381-1391
18-18A—Converter seniority table 1381-1391
19-19A—Patternshop seniority table 1382-1392
20—Store issue for I. U. of C bulletin boards.....1393
24—Belov time cards (7) 1395
25—Boring mill (DMK) seniority table.....1411
26—S. W. O. C. application card signed by Louis Salmons 1412
27—Notice dissolving N. R. A. Union dated 4-19-37..1413
28—Letter, Apr. 21, 1937, Kaufman to Berry authorizing him to recognize I. U. of Craftsmen.....1413
29—Letter, May 7, 1937, I. U. of C. to Berry requesting agreement to start negotiations for working contract 1414
30—Chart showing Manit System.....1415
31—Comparison of Mike Karbol with other men....1419
32—Comparison of Nick Cumorich against Manit System 1419
33—Labor time card 1417

EXHIBITS OF INTERVENER, INDEPENDENT UNION OF CRAFTSMEN.

1—Agreement dated April 21, 1937, between Link Belt and I. U. of C. recognizing I. U. of C. as exclusive representative of all employees.....1420
2-2A—I. U. of C. application lists and 101 white cards containing names 1420
3A-B—I. U. of C. white application cards (List of).1430
4—By-laws adopted by general meeting.....1440
5—By-laws adopted by stewards 1444
6—Articles of Incorporation of Independent Union of Craftsmen 1447
7—By-laws adopted after incorporation on Aug. 9, 1937 1451

8—Draft of contract with company with penciled notations made at conference 1457
9—Final draft agreed upon by Link Belt and I. U. of C. subject to approval 1460
10—Statement of policy of Link Belt dated Dec. 6, 1937 1464
11—Statement of vacation policy signed by Berry and dated Dec. 8, 1937 1467

Intermediate report 1469
Motion of Lodge 1604 of Amalgamated Association of Iron, Steel & Tin Workers for extension of time for filing exceptions to intermediate report.....1488
Letter, May 20, 1938, N. L. R. B. to Lodge 1604.....1489
Exceptions of respondent to record and intermediate report.....1490
Exceptions by Independent Union of Craftsmen to intermediate report 1512
Exceptions of Lodge 1604 of Amalgamated Association of Iron, Steel & Tin Workers to intermediate report.....1516
Notice of hearing before National Labor Relations Board.....1517
Letter, Nov. 21, 1938, N. L. R. B. to Pope & Ballard..1518
Hearing Dec. 20, 1938.....1519
Decision filed May 12, 1939.....1519
Statement of the case 1520
Findings of fact 1523
Conclusions of law 1553
Order to cease and desist, etc., entered May 12, 1939.1553
Post-Office return receipts 1556-1558
Affidavit as to service 1559
Certificate of National Labor Relations Board.....1560

Proceedings in U. S. C. C. A., Seventh Circuit 1562
Stipulation as to record and consolidation for purpose of argument 1562
Opinion, Kerner, J. 1565
Opinion, Treanor, J., concurring in part and dissenting in part 1574
Judgment order 1580
Decree 1581
Clerk's certificate 1582
Orders allowing certiorari 1584

Blank Page

928 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII—C-303) * *

Room 777, United States Court House,
Chicago, Illinois,
Friday, March 18, 1938.

The above entitled matter came on for hearing, pursuant to adjournment, at 9:30 o'clock A. M.

Before:

Hugh C. McCarthy, Trial Examiner.

Appearances:

Stephen M. Reynolds, Attorney, appearing on behalf of the National Labor Relations Board.

Messrs. Pope & Ballard, by Henry E. Seyfarth and William F. Price, 120 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Respondent, Link Belt Company.

Benjamin Wham, 231 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Intervener, Independent Union of Craftsmen, Local Lodge No. 1.

929 PROCEEDINGS.

Trial Examiner McCarthy: You may proceed.

DOMINICK PRONSKTES, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) State your name, please.
A. Dominick Pronsktes.
Q. Where do you live, Mr. Pronsktes?
A. 836 West 34th Place.
Q. 836 West 34th Place?
A. Yes, sir.
Q. Are you employed at Link Belt Company?
A. Yes, sir.

Q. What is your occupation?
A. Well, I was hired for molder's helper.
Q. Molder's helper?
A. And the roller machine. Some call it drop machines, some call it roller machines.
Q. Is that what you work at now?
A. No, I work on that job and Mr. Skeets take me and put me on a bench.
Q. (By Trial Examiner McCarthy.) On a bench?
A. Yes, bench molder.
930 Q. What do you do on the bench?
A. I work on loose castings, lots of patterns.
Q. (By Mr. Reynolds.) Are you a member of the C. I. O.?
A. Sure.
Q. When did you join, do you remember?
A. Well, it was the 27th of April I think.
Q. April, 1937?
A. Yes.
Q. Now, do you remember when the independent union started in the Link Belt Company?
A. Well, they started a little—oh, I don't know exactly just when it was, in May.
Trial Examiner McCarthy: Talk a little louder.
Q. (By Mr. Reynolds.) Was it in April?
A. Well, I don't know for sure, either the last of April or the first of May, somewheres in there.
Q. Now, do you remember that they had a meeting?
A. Yes, sir.
Q. Along about the first—
A. Well, it was around the 21st or 22nd of April.
Q. Yes. Did you go to that meeting?
A. Yes.
Q. How did you happen to go, did you get an invitation?
A. Yes, everybody was invited.
Q. Everybody?
931 A. Yes, invited to that meeting.
Q. How many went to the meeting?
A. Well, I can't exactly tell how many there was because it was pretty hard to count, but I should judge there was around 200, 250, something like that.
Q. How many of the workers who work out in the production part of the plant were there?
A. There was about half of them.

Q. About half of them, what were the other half? Who were the other half?

A. I see one foreman there, I see Mr. Charlie Grenis.

Q. Grenis?

A. Grenis, he was there.

Q. And did you see others there that were not—

A. No, I didn't.

Q. (By Trial Examiner McCarthy.) What is the other half? You say half were production workers. Who were the others?

A. It was some office help, I don't know all the names.

Q. (By Mr. Reynolds.) Were they all men?

A. I don't know what you mean.

Q. Were they all men in the meeting?

A. You mean the men that worked there?

Q. No, were they all men or were there some women?

A. There was a lot of woman, woman and children, I don't know, no, it was not all men, about one-third woman.

932 Q. Now, do you remember that Mr. Bozurich spoke at the meeting, tried to speak?

A. Yes.

Q. How was the meeting conducted?

A. Well, you know, I don't know how it was. I guess a couple of lawyers from outside talk; I don't know it, all the talking, what he said, but organize, what the organization was about, and the workers, and this and that. After that some of them was organized all completed and they wanted, you know, to have a vote; and some of them raise their hand up, some don't raise. They start argument between the other ones; I don't know what you call it, out of order. They don't have what you call no kind of system.

Q. Do you remember what subject they were trying to vote on?

A. Well, subject—

Trial Examiner McCarthy: Just a minute.

(A short intermission. At this point Mr. Wham entered the room.)

Mr. Reynolds: Mr. Wham, we are now discussing the independent meeting of April 21st and 22nd.

Q. (By Trial Examiner McCarthy.) How did you know they were a couple of lawyers?

A. I don't know exactly, I know they were not ones that worked in the shop; I don't know what it was, it

may be a priest, so far as I know, but not the ones
933 that work in the shop, not the ones that work with us.

Q. (By Mr. Reynolds.) Now, do you remember what subject that vote was taken on?

A. It was taken, what you call the independent union, the organization, to have independent union in the shop.

Q. What was the vote as well as you remember it?

A. What?

Q. How many voted, how many didn't vote?

A. They don't vote very many out of the whole bunch, there was maybe fifty or less.

Q. How did they vote?

A. Just raise their hands up. They had argument, like I say, they don't have no kind of system; they don't have anybody put any votes, no business to this voting business.

Q. Now, did anybody ask you to join the independent union?

A. No, they don't ask me, they ask somebody besides me.

Q. Did you see them ask others?

A. Yes, sir.

Q. But you don't remember who it was?

A. Well, I know the man, you know, he used to come and they start organized independent union, see.

Trial Examiner McCarthy: A little louder, please.

The Witness: You know they had organize C. I. O., we had organize already—I mean independent start or-
ganize union. Well, couple of weeks after that, a
934 couple of men use to come in the shop. One man, he works most of the time in the pattern shop, I don't know his name.

Q. (By Trial Examiner McCarthy.) In the pattern shop?

A. Yes, he used to come in and work on the company's time and talk to the fellows for about fifteen or twenty minutes at a time, two or three times a day.

Q. (By Mr. Reynolds.) Did you see the foreman around the place at the time they were there?

A. No, I don't see no foreman.

Q. They never asked you to join?

A. No, they don't ask me, no, because I told them I belong to the C. I. O. They don't bother me no more.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) You say there were men in the pattern shop that came into your department?

A. Yes. I don't know what he does, most of the time I see him in the pattern shop.

Q. Is he the foreman of the pattern shop?

A. No, sir, some man, I see he was fixing the patterns, I don't know his name, short stout built fellow, a man about fifty years old, I should judge.

Q. Fifty years old?

A. I don't mean just exactly, but I mean in my judgment.

Q. In round numbers he is fifty years old?

935 A. Yes.

Q. Is he short and stocky?

A. Not stocky, but I should judge a man that weighs 165, something like that, no more than five feet eight inches.

Q. Has he a mustache?

A. No, no mustache.

Q. Is he baldheaded?

A. He always wears a cap, I don't know whether he is baldheaded or not.

Q. Is he light or dark complected?

A. Well, he is not dark, not exactly, I don't know, lighter, yellow skin, mostly yellow skin.

Q. You say he makes patterns?

A. Not exactly makes patterns, but he has something to do with the patterns, that is all I know, because I was not working in the pattern shop, I don't know what it is all about, but he used to come in the foundry.

Q. You saw him fixing patterns in the pattern shop?

A. Yes, I saw him fixing patterns in the pattern shop.

Q. He fixes patterns in the pattern shop and he was in your department talking with the men?

A. Yes, he used to come in that department. When we started organize that independent union, then I was working there, bench molder, and he was working in the pattern shop, and he was in the doghouse just a little—

936 Q. Just a minute, I didn't hear what you said.

A. When I work at the time, when that man, he used to come in the place. You know at that time they were dividing the building, making a bigger shop because we didn't have no more room to work in the building, and

they were busy in that shop, and we used to call it the doghouse.

Q. (By Trial Examiner McCarthy.) The doghouse?

A. That is what everybody in the place called it, the doghouse. When they were building that bigger shop, at that time we worked in the doghouse.

Q. That is where you worked?

A. That is where I worked with the rest of the bench workers.

Q. The man from the pattern shop would come to the doghouse?

A. Yes. He didn't talk to me, but the rest.

Q. (By Mr. Seyfarth.) Who did he talk to?

A. I don't know the names, I can't say.

Q. You saw him talking to the man next to you, the man working next to you?

A. One of them I think his name, they called him Ernie.

Q. Ernie?

A. Yes, he was right next to me.

Q. (By Mr. Seyfarth.) Do you know his last name?

A. I don't know his last name, no.

937 Q. Is he working right next to you now?

A. No, not now, no, I am in the new building.

Q. When was it that he was working next to you?

A. It was in 1937, along in about May, maybe June, all during that time. After that, I think about June, up to July and August, they put two or three fellows in there.

Q. What is Ernie's job?

A. He is a molder, he is a squeeze molder sometimes.

Q. He is a squeeze molder?

A. Yes, I am a bench molder, he is a squeeze molder.

Q. He is a squeeze molder?

A. Yes.

Q. Who else did you see him talk to?

A. The rest of them fellows, I don't know his name, I don't know the last name.

Q. Give me some of their first names.

A. We call him Peanuts, everybody call him Peanuts.

Q. Where was Peanuts working?

A. He was working on the squeezer.

Q. (By Trial Examiner McCarthy.) What?

A. He was working on the squeezer.

Q. On the squeezer?

A. On the squeezer.

Q. (By Mr. Seyfarth.) Who else did he talk to?
A. He talked to Albert.
938 Q. Albert?
A. Yes, what his last name is I don't know, I don't know his last name.
Q. (By Trial Examiner McCarthy.) Where does Albert work?
A. He works on the squeezer, squeeze molder.
Q. (By Mr. Seyfarth.) Who else did he talk to?
A. Let's see, if I can guess any more names.
Q. Do you remember any more?
A. Peanuts and Albert, I think that is about all. I know.
Q. That was in May or June of 1937?
A. It was about two or three months time he was coming, you know, pretty nearly every day, sometimes two or three times a day, on the company's time, and he would go in fifteen or twenty minutes and talk to the men on it, to get them to join the Independent.
Q. Did you hear what he said to the men?
A. I was working, I couldn't go and listen. He was asking them to sign their names in the Independent.
Q. Did you hear what he had to say to the men?
A. Well, yes, all of the fellows told me, the ones he was talking to, what he wants.
Q. You are talking about what Ernie and Peanuts and Albert told you?
Trial Examine McCarthy: The witness said he did not hear what he said because he was working.
939 The Witness: I am working, I couldn't listen because I would get kicked out of the place.
Q. (By Mr. Seyfarth.) How do you know what he was saying to them?
A. Because he told me, he tried to make those fellows join the Independent Union. That is why I know.
Q. You know because Peanuts, Ernie and Albert told you?
A. Yes, Peanuts, Ernie and Albert told me he wanted them to join the Independent Union.
Q. They told you what the pattern shop man told them?
A. Yes.
Q. Is that right?
A. Yes, that is right.
Q. (By Trial Examiner McCarthy.) Did you hear

what he said to the man who was working next to you? Did you hear that conversation?

A. When he talked to Ernie?

Q. Could you hear what he said to Ernie?

A. Yes, he talked to him.

Q. What did he say?

A. Well, he told him, you are a married man, I think you own property—I don't know whether he does or not—he say in case you are not going to sign up for the independent you are liable to use your lob. He say you are a married man, you might be in bad shape after
940 that, you might as well sign up and be safe, protect your job.

Q. (By Mr. Seyfarth.) When did that conversation take place?

A. What you mean?

Q. (By Trial Examiner McCarthy.) What time did you talk to the man?

A. It was about 2 o'clock afternoon, and he used to come again and talk in the morning, between 9 and 10, and in the afternoon between 2 and 3.

Q. What time did he talk to Ernie?

A. You want to know what month, what day?

Q. What day.

A. I don't know the month, it was in June, in June, he went around.

Q. Do you know how many times he talked to Ernie?

A. Yes, for about three months, for about three months he didn't talk to nobody, he didn't ask nobody to join the independent.

Q. (By Mr. Seyfarth.) How far away from you does Ernie work?

A. He works right side of me, it would be five paces from me, about five feet.

Q. Five feet?

A. About five feet from me, from my bench. That is the way I figure.

Q. Were you working at the time he had this conversation with Ernie?

941 A. Sure, I was.

Q. You just happened to listen in on it?

A. I can't listen in when I work in the shop. We can't listen, otherwise we can't hold the job.

Q. You can't listen in?

A. When I got my mind on my work, with all the

things in the shop, it is not like here, but with all the things in the shop, I can't hear all he said, I can't do that.

Q. (By Trial Examiner McCarthy.) How do you know this man said that to Ernie?

A. Because the fellows told me.

Q. I don't care about the other fellows, what about Ernie?

A. He told me.

Q. You didn't hear it?

A. I will tell you, around the shop we can't understand like we are here, because I have my mind on the job, I can't listen to what somebody else said.

Mr. Wham: I would like to move to strike all of this as hearsay testimony.

Trial Examiner McCarthy: Overruled. This is what he means, that is what Ernie told him.

Q. (By Mr. Seyfarth.) But you did not hear what he said to Ernie, is that it?

A. No, I have my mind on my job, and there is too much noise, I can't hear it.

942 Q. At the time when Ernie told you this, was it when there was not much noise?

A. It was noise all day long, from the start to the quitting time.

Q. At noon, there was no noise, was there?

A. He didn't come during noon hour, he come during working hours.

Q. When did you talk to Ernie, during the noon hour or after work?

A. I talked to Ernie the noon hour.

Q. Is that right?

A. When there was no noise, when we were through working.

Q. When there was no noise Ernie told you about it?

A. Yes, when we were not working any more.

Q. Did anybody ever ask you to join the independent union?

A. No, I told you no.

Q. That is a fact, nobody asked you to join?

A. That is a fact, I told them I belong to the C. I. O., and they don't bother me.

Q. They didn't bother you?

A. No.

Q. They didn't think you would be a prospective member?

A. The trouble with some of those guys they don't understand nothing, they don't know what it is all about.

Some of them, they sign for independent same time
943 they sign for the C. I. O. Some guys sign four or five times, they don't know what they were doing.

Q. There was a lot of rivalry there?

A. There was a lot scared about their jobs, they sign because they were afraid they would lose their jobs.

Q. Who told you that?

A. Everybody in the plant, all of them, they were signing for the independent.

Q. Who told you that?

A. I can't say all the names because I don't know all the names. They don't know my name, I don't know their names.

Q. You say children were present at this meeting of the independent union?

A. Yes, sir.

Q. Did you see children there?

A. Yes, young kids, about one-third woman, the ladies.

Q. A third of those present were ladies?

A. About a third.

Q. Were they the wives of the workers?

A. Well, how do I know? Do you think everybody that works in the shop I know their wives and daughters?

Trial Examiner McCarthy: If you don't know, say you don't know.

A. I don't know.

Q. (By Mr. Seyfarth.) Were children there also?

944 A. Yes. I don't know whether they belong to them or belong to somebody else.

Q. Do you suppose the children who came there came there with their fathers and mothers?

A. They were with their mothers, I don't know about the fathers. They have so many mothers, I don't know about the fathers.

Trial Examiner McCarthy: That is enough.

Q. (By Mr. Seyfarth.) Do you know a man by the name of Charlie Grenis?

A. Yes.

Q. Who is he?

A. He is the foreman of the sprocket floor.

Q. You worked near the sprocket floor?

A. He is the foreman of the sprocket molders on the sprocket floor.

Q. Did you work near the sprocket floor?
A. Yes, I did.
Q. Did you see Charlie Grenis present at that meeting?
A. I saw him at the meeting, in that independent union meeting.
Q. Where was he?
A. That was on the 31st—
Trial Examiner McCarthy: No.
Q. (By Mr. Seyfarth.) Whereabouts in the hall 945 did you see him?
A. Do you mean what hall they hold the meeting in?
Trial Examiner McCarthy: No, he wants to know what part of the hall he was in.
A. He was right in the middle of the hall.
Q. (By Mr. Seyfarth.) In the middle of the hall?
A. He was that close to what you call him, the stage, maybe a little closer, I can't tell you.
Q. He was not on the stage?
A. No, he was not on the stage, he was sitting in the back seat like I was myself, he was sitting three or four seats ahead of me. He don't know me, he didn't see me.
Q. Was there anybody on the stage?
A. What do you mean, speakers?
Q. (By Trial Examiner McCarthy.) Who was on the stage?
A. The speakers were, that is all.
Q. How many?
A. Two speakers.
Q. Just two people on the stage?
A. Just two people on the stage, yes.
Q. (By Mr. Seyfarth.) When did you start working for the Link Belt Company?
A. I started 1936, I think about the middle of April.
Q. You are still working there, aren't you?
A. As far as I know, I was not laid off up to the 946 present time.
Q. You haven't been laid off?
A. No.
Q. What do you make an hour?
A. My rate runs an average of 62 cents an hour.
Q. How much did you get when you started working for the Link Belt Company, per hour?
A. I was getting 46.

Mr. Reynolds: I object on the ground that the question is immaterial.

Trial Examiner McCarthy: What is the purpose of this?

Mr. Seyfarth: I don't know what the basis of the direct examination was, this man is still working there.

Trial Examiner McCarthy: We are now on cross.

Mr. Seyfarth: Pardon me.

Trial Examiner McCarthy: We are now on cross. What is the purpose of the question?

Mr. Seyfarth: I would like to know how much he is getting an hour, to find out whether he is being discriminated against in any way.

Mr. Reynolds: I did not ask him that.

Trial Examiner McCarthy: Objection overruled.

Mr. Seyfarth: I move, Mr. Examiner, that the testimony of the witness be stricken.

Trial Examiner McCarthy: Overruled.

947 Mr. Seyfarth: It is not connected up in any way with the company.

Mr. Reynolds: There is no claim that this man is being discriminated against.

Q. (By Mr. Seyfarth.) When did you leave your job as a molder's helper and go on the bench?

A. On the molding?

Q. Yes.

A. That was in 1937—I mean in 1936, it was in about August.

Q. August?

A. August or September, I don't know just exactly what month it was. I was a molder's helper for about four or five months, something like that.

Q. Is this bench job you have now a better job?

A. The molder—

Trial Examiner McCarthy: Just a minute, objection sustained.

Mr. Seyfarth: Now, Mr. Examiner, I object to your assuming an objection has been made by counsel.

Trial Examiner McCarthy: The Examiner rejects the testimony.

Mr. Seyfarth: I submit that counsel ought to be able to try his own case here.

Mr. Reynolds: I made the objection once, and you 948 asked him the same kind of a question.

Mr. Seyfarth: I want to know whether a bench molder's job, a job of making loose castings at a bench is better than a molder's helper's job.

Trial Examiner McCarthy: Is that material to this case?
The Witness: All jobs—
Trial Examiner McCarthy: Wait a minute. Is that material?
Mr. Seyfarth: I think that is material as to what this witness has testified to.
Mr. Reynolds: In what way?
Mr. Seyfarth: You asked him what he did and he said he was a molder's helper.
Trial Examiner McCarthy: To show that he works for the plant, I suppose.
Mr. Reynolds: That is the only purpose of it.
The Witness: All the jobs—
Trial Examiner McCarthy: Wait a minute.
Mr. Seyfarth: I take it that the witness has been ordered not to answer the question.
Trial Examiner McCarthy: That is correct.
Mr. Seyfarth: I except. That is all.

Cross-Examination.

Q. (By Mr. Wham.) What did you say your name is?
949 A. Dominick Pronsktes.
Q. Spell your last name.
A. P-r-o-n-s-k-t-e-s.
Q. Where did you sit in that meeting?
A. I was sitting in the meeting, in the same hall that the rest of them were.
Q. I assume you were in the hall. Whereabouts in the hall?
A. Right in the middle of the hall.
Q. In the middle of the room?
A. Yes.
Q. Which side of the hall were you on?
A. It was on the right side, on the south side to the right hand, as you face the stage. The hall is facing west and east. I was sitting on the south side and I was facing the stage.
Q. You say there were a good many persons there?
A. What do you mean, how many people?
Q. (By Trial Examiner McCarthy.) How many people?
A. I said before there was between 200 and 250, I didn't count them exactly.
Trial Examiner McCarthy: That is near enough.
Q. (By Mr. Wham.) Was the hall full or half full?

A. It was about half full or maybe a little more than that.

Q. Where did the women and children sit?

A. What is that?

950 Q. (By Trial Examiner McCarthy.) Where did the women and children sit?

A. They were mixed up with the rest of the people, with the men. Most of them were sitting in the back of the hall.

Q. (By Mr. Wham.) Most of them in the back?

A. Yes, some of them was mixed up in the front with the rest of the men.

Q. How far back were they sitting?

A. The woman?

Q. What?

A .Who, the woman?

Q. The women and children.

A. How do I know? That is a funny question to ask.

Trial Examiner McCarthy: The witness says they were sitting at the back of the hall and mixed up with the men.

Q. (By Mr. Wham.) You say that the hall was only half full?

A. Maybe a little more than half full. In the first place, I don't have my mind to count how many people there was, and it never came to my mind that I would have to appear and testify about the people who were in the place, involved in that meeting that night.

Q. You have answered the question. How did you come to the conclusion that a third of the people there were women and children?

A. I just looked at the seats; some were empty
951 seats, and about one-third was filled—I mean about three-thirds was filled and one-quarter was empty.

Trial Examiner McCarthy: The attorney wants to know on what basis you estimated there were one-third women.

A. Yes, about a third woman.

Q. You said about a third were women, he wants to know why you think so.

A. Because there was a lot of woman there. I didn't count exactly how many; I would say that, I didn't count them.

Q. (By Mr. Wham.) Were you there at the beginning of the meeting?

A. Yes, sir.

Q. Were you there all the way through?

A. I was until the argument started and the meeting disappeared. There was no finish, there was a start but they didn't have no finish, no start really, and no finish.

Q. No beginning and no end?
A. No.
Q. You say there was a vote taken of some kind?
A. There was a vote to vote for the independent union; and at the same time some raised their hands, some of them didn't understand what it was all about. Some of them were standing up, and some were sitting down like I was. There was nothing to put on the books, there was nothing, just a group of people.
Q. Just a big commotion, is that it?
952 A. What?
Q. Just a lot of commotion?
A. That is all, they didn't have nothing to start, nothing to finish it.
Q. When did you join the C. I. O.?
A. I joined on the 27th, that was in April.
Q. April, 1937?
A. The 27th, they don't have thirty-seven days in a month.
Trial Examiner McCarthy: I thought you said 1937.
A. No, 1937, the 27th of April.
Q. (By Mr. Wham.) You were a member of the C. I. O. at the time you attended that meeting?
A. Yes, sir.
Q. And there were several members of the C. I. O. there, weren't there?
A. I think so.
Q. What?
A. I say I think so, I don't know for sure.
Q. Don't you know that?
A. No.
Q. You know Fred Johnson, don't you?
A. Yes, I know Fred Johnson.
Q. And you know Paul Bozurich?
A. Yes.
Q. Who else was there that belonged to the C. I. O.?
953 Q. (By Trial Examiner McCarthy.) Do you know that they belonged to the C. I. O.?
A. Yes, I know Paul belongs to C. I. O., and Johnson belongs to the C. I. O. because we were to the meetings together.
Q. You know Johnson?
A. Yes, I know Johnson, he is an electrician.
Q. (By Mr. Wham.) Who else was there that belonged to the C. I. O.?
A. I don't know the rest of them.
Q. There were some more, were there not?

A. How?
Q. There were some more, were there not?
Q. (By Trial Examiner McCarthy.) There were more?
A. Maybe there was, but I don't know.
Q. (By Mr. Wham.) Did you ever solicit there for C. I. O. membership?
A. No.
Q. Did you ever talk to anybody about the C. I. O.?
A. I used to tell them that the C. I. O. was the right kind of union, on my own time, not during working hours.
Q. You always did that on your own time?
A. Yes.
Q. Did anybody ever talk to you about the C. I. O. in the plant?

A. The organizers were talking to me, but when
954 they told me it was always on their own time, not on what you call the company time, not in working hours.

Q. There was considerable talk about the C. I. O., was there not?
A. That the C. I. O. was a better organization than the independent union, because I don't think the independent union in my opinion is no union, no kind of union.
Q. Besides what you think about it, wasn't there considerable talk going around there about the union, the C. I. O. and others?
A. The other union, like the independent union, they used to go around during working hours and they used to make them, try to force them to join the union.
Q. Who?
A. I told you before, how many times do I have to tell that in the first place?
Q. Now, Dominick, you told of one instance of somebody trying to force an employee out there to join the union.
A. Yes, I told you before, and I can show you the man. If you will take me out to the place, I can show you every one, I don't know their names.
Q. Name one.
A. You have their names.
Q. (By Trial Examiner McCarthy.) Did he try to force Ernie?

A. Yes, sir.
955 Q. Did he try to force Peanuts?
A. Yes, sir.

Q. Did he try to force Albert?
A. Yes, sir.
Q. (By Mr. Wham.) Who tried to do that?
A. The same fellow before, you got the name.

Q. From the pattern shop?
A. Yes.
Q. You were there?
A. I was there working.
Q. Did you hear what he said?
A. He said: I can't hear nothing in the place in the working hours because there is so much noise. In the second place, I had to do my work, I can't hear what they say, I can't stop to listen.
Q. The only way you know is what Ernie, Peanuts and Albert told you?
A. No.
Q. Do you know the last names of Ernie, Peanuts and Albert?
A. No.
Trial Examiner McCarthy: Wasn't it covered by respondent's counsel in his cross-examination? Isn't this repetition?
Mr. Wham: I don't think so. There is bound to be a certain amount of overlapping here.
956 Trial Examiner McCarthy: A certain amount of overlapping can't be helped, but if it is repetition it will be ruled out.
Mr. Wham: Well, there is repetition sometimes but I have to take the witnesses as I find them, I can't just let it go without asking these questions.
Trial Examiner McCarthy: If you will develop a new subject you can proceed. If you are covering the same ground that the respondent counsel has already covered, it will be ruled out.
Mr. Wham: May I renew my motion to strike his testimony as hearsay, that is, the testimony that came to him through Ernie, Peanuts and Albert, and others of that character.
Trial Examiner McCarthy: Objection overruled.
Mr. Wham: That is all.
Mr. Reynolds: That is all.
(Witness excused.)

STANLEY BALCAUSKI, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) State your name and address.
A. Stanley Balcauski.
957 Q. Are you employed at the Link Belt Company?
A Yes, sir
Q Are you working there now?
A No, sir.
Q. What was the last date on which you worked?
A. I don't get you.
Q. When was the last date that you worked for the Link Belt Company?
A. November 17th.
Q. Prior to November 17th, how long had you worked for the company?
A. I still don't get you.
Q. Before November 17th how long had you worked for the Link Belt Company, how many years, how many months?
Q. (By Trial Examiner McCarthy.) When did you first start to work for the Link Belt Company?
A. I started 1936.
Q. (By Mr. Reynolds.) What month?
A. It was in May, May the 1st.
Q. (By Trial Examiner McCarthy.) What kind of work do you do there?
A. Core maker.
Q. Core maker?
A. Yes, sir.
Q. (By Mr. Reynolds.) And have you done that
958 all the time while you were working there?
A. Yes, sir.
Q. You were always in the core making department?
A. That is right.
Q. Are you a member of the C. I. O.?
A. That is right.
Q. When did you join the C. I. O.?
A. I imagine it was the first month before May, what is that month?
Q. April?
A. April.

Q. Of what year, last year, 1937?
A. I couldn't say exactly what day it was.
Q. The year.
Q. (By Trial Examiner McCarthy.) No, the year. Was it last year or two years ago?
A. I first joined in 1936, about two months after I started to work.
Q. (By Mr. Reynolds.) Who asked you to join at that time?
A. A fellow by the name of Frank Lackhouse.
Q. Then did you sign up again later on?
A. I didn't sign no more, I signed one, and that is all.
Q. Now, do you remember that another union started in at the Link Belt Company later?
A. No, sir.
959 Q. Did you ever hear of the independent union?
A. Yes, sir.
Q. Do you recall when solicitation for the independent began?
Q. (By Trial Examiner McCarthy.) Do you understand what "solicitation" means?
A. No, sir.
Q. (By Mr. Reynolds.) Do you remember when men started to ask employees to join the independent?
A. Yes, sir.
Mr. Seyfarth: I object to that question, it presupposes an answer.
Trial Examiner McCarthy: The witness does not understand what "solicitation" means, so I think it is fair to state it in as simple terms as possible.
Mr. Seyfarth: It presupposes that there was solicitation.
The Witness: That is a word too high for me.
Trial Examiner McCarthy: You may answer.
Q. (By Mr. Reynolds.) Did you ever go to a meeting of the independent union?
A. To the first meeting, yes, sir.
Q. How did you happen to go?
A. Well, the fellows were kind of—were given a sort of little tickets like this (indicating) like passes.
960 They were distributed during working hours, inviting everybody to come in the meeting.
Q. And you attended the meeting?
A. Yes, sir.
Q. Do you remember about what happened at the meeting?

A. There were a couple of—

Mr. Wham: If anything.

Mr. Reynolds: Go ahead.

A. There were a couple of speakers, and one man stood up and he opened the meeting, and they started the meeting, and they had a talk what they were going to do about it, on what basis they are going to start to organize some independent craftsmen's union. I can't recall what this fellow's name was. He was either a lawyer or some kind of a man, I don't know what his name was, that speaker.

Q. Do you remember what he said?

A. Why, he said lots about it, but I can't tell, I can't remember all he said. He said one thing—he says that this is the independent craftsmen's union and it is organizing for better, some better conditions, something like that, and to protect from the C. I. O. He said if the C. I. O. will go in you can get a telephone call, or something like that, and they call you out on a strike; and he says that it is better to join the independent craftsmen's union, and we are going to have so-called bargaining with the company. They didn't say anything—I can't 961 remember anything else.

Q. Do you remember whether any action was taken at the meeting, any vote or anything of that kind?

A. Yes, they started, they just about started you know a kind of action and a couple of fellows stood up and they wanted to have the floor, and then somebody objected, and then they started going sort of all mixed up, or out of order, see. So when I see them starting going out of order I just left.

Q. Now, after that meeting did anyone ask you to join the independent union craftsmen?

A. Yes, sir.

Q. Who did and where was it done?

A. Right on my job.

Q. Who asked you?

A. By name a fellow Kowatch. He is a checker on intake on the patterns, where they bring them from the pattern shop into the office that goes into the foundry. I don't know exactly what this job is. But he comes down to me, it was about 11 o'clock, I can't recollect the day, but he come to me and says, "Well," he says, "don't be a fool and go along with the C. I. O., join with us, with the independent craftsmen's union." Then I said to him this, I said, "I don't see any reason why I should join in another union when I am already in one union."

962 Q. Did he say anything more then?

A. So he told me, he says this, he says, "You are a pretty smart fellow," he says, "if you go along with us, why should you care for the men, why should you work like that?" he says, "don't be a sucker."

Q. Then what did you say?

A. I says, "That is all right, I will be as I am," and I didn't join. I said, "I don't want to join the independent craftsmen's union."

Q. Did anyone else ask you after that?

A. By name a fellow Splitz—what is his name, the foreman's name, they call him Splitz. He is a fellow—he is working on shoes. Do you know what I mean, the shoes, the steam shovel shoes, you know, where the wheels go on. He is foreman of all that. Then they make him other kinds of job on the same floor, see. So he told me this—and I seen myself that he did go at that time to some fellows that can't sign their name, and he took and signed with his own hand, a couple of men working there. He told them, "If you don't sign up"—I heard it with my own ears—he said, "you are going to get out of here."

So after that I bring the cores over to his floor from the core room, and after I got through with the cores—do you understand what I mean—and he walks up to me and he says, "Stanley," he says, "why don't you join in the C. I. O."—

963 Q. Now, what did you say?

A. He walked to me and he said, "Stanley, why don't you join in the C. I. O."—I mean this here, the independent craftsmen's union. I said, "I am already with the C. I. O." He says, "The hell with the C. I. O." He says, "Join in with the craftsmen's union." He says, "We are going to have our union." Then I repeated, I says, "Do you know under the Wagner Law that is not allowed for the foreman to go and organize the working men on the company time or on his own time?" He told me this, he said, "To hell with that." So I says, "If you want to sign up independent, go ahead, I ain't going to waste my time." And I walked away.

Q. Did anybody else ask you after that to join the independent union of craftsmen?

A. Yes, a fellow in the office, I can't recall his name, I can't recall his name, but he works in the office, taking orders, and he come out once before noontime. He was going around the men and asking the fellows, see, to join

the independent craftsmen's union, and he walked up to me and he asked me and I told him no.

Q. Now, were you active in the C. I. O., Stanley?

A. That is right.

Q. Did you hold any position in the C. I. O. Union?

A. That is right.

Q. What was it?

964 A. I was a guide.

Q. (By Trial Examiner McCarthy.) Guide?

A. Yes, guide.

Q. G-u-i-d-e?

A. Yes.

Q. (By Mr. Reynolds.) A guard, you mean?

A. A guard, that takes care of some misunderstandings that comes up or somebody comes in not a member, something like that, see. And I was a steward.

Q. You were a steward?

A. Yes.

Q. Now, when did you become a steward?

A. Well, when we had an election for the stewards.

Q. What were your duties as steward?

A. To collect the dues.

Q. (By Trial Examiner McCarthy.) Any other duties?

A. No.

Q. Is that all a steward does, collects dues?

A. Collects dues.

Q. What else?

A. To represent the organization.

Q. (By Mr. Reynolds.) When did you do this work of collecting dues?

A. On my own time, coming in, and noontime and after work.

Q. Now, did you see stewards of the independent

965 union collecting dues?

A. Yes, sir, I did.

Q. Who did you see doing that?

A. I see, the name is—a colored fellow, his name is Julius.

Q. Is he a molder?

A. Yes, he is working on the south end.

Q. Is that Julius Robinson?

A. I couldn't say what his last name is, I think really his first name is Julius or Robinson. It is Julius or Robinson, I don't know.

Q. Now, when did Julius collect dues?

A. He used to collect on the payday, I seen him collecting them on the payday, on Thursdays.

Q. What?

A. On the payday, on Thursdays.

Q. On Thursday?

A. Yes.

Q. What time of the day would he do this?

A. After noon.

Q. After noon?

A. Yes, about 2 o'clock, some time like that, I used to see him walking around, and he had a little stamp like that (indicating) and an ink pad; and he opened up the pad and he walked up to the member and the member
966 pays half a dollar and he takes that and stamps it.

Q. (By Trial Examiner McCarthy.) What does he stamp?

A. The book.

Q. He has got a book?

A. Yes, the membership book, the fellow that is a member in the independent craftsmen's union; and he is collecting dues and he stamps it when he collects it.

Q. (By Mr. Reynolds.) Now, is 2 o'clock during working hours?

A. Yes.

Q. And he makes a collecting during working hours?

A. That is right, yes, I see him once doing that.

Q. Now, did the C. I. O. give you anything to indicate that you were a steward?

A. What is that?

Q. Did they give you a button or anything like that?

A. Yes, they gave me a button.

Q. Do you have it here? (Witness exhibits button.) Did you wear that after you got it?

A. I usually wear it over here (indicating) and on my hat.

Q. (By Trial Examiner McCarthy.) On your belt or on your hat?

A. That is right.

Q. (By Mr. Reynolds.) Now, Mr. Balcauski, when did you get that steward tag?

967 A. I got that like—what is this first month before November?

Q. October?

A. October. I got it at October, in the middle of October.

Q. In the middle of October?

A. Something like that.

Q. (By Trial Examiner McCarthy.) This last year, 1937?

A. 1937.

Q. (By Mr. Reynolds.) And did you wear it in the shop after that?

A. That is right.

Q. Now, what was the last day that you worked there?

A. November 17th, the day that I got laid off.

Q. Did you collect dues at the time you were wearing this button?

A. That is right.

Q. Did anybody say anything to you about it?

A. They did.

Q. Who, and when?

A. I think it was—I couldn't tell the right day, I think it was November 8th.

Q. November 8th?

A. Yes.

Q. Who spoke to you?

A. Mr. Skeets.

968 Q. And who is he?

A. He is the foundry superintendent.

Q. What did he say?

A. Well, he told me this, he walked up to me, and it was twenty-five minutes to ten—

Q. In the morning?

A. In the morning, yes, he walked up to me and said this, he says, "I got orders to tell you not to collect dues either on your own time or on the company property." So I asked him this question, I says, "Can't I even collect on my own time?" He says, "No." Then I repeat, I says, "The independent craftsmen's union's stewards are collecting." He says this, "If I catch him anyone, I am going to fire him."

Q. (By Trial Examiner McCarthy.) He was going to fire the independent collector?

A. Either one.

Q. (By Mr. Reynolds.) And did you say anything more?

A. No, what can I say.

Q. Now, what happened on November 17th?

A. I got laid off.

Q. Now, describe how it happened, who told you and what was said.

A. Well, I came in in the morning and started to work.

I worked one hour on my bench. I finished that job and went back to the pattern shop to get some core boxes
969 for my job, and the fellow by the name of Mike, he is a foreman—I don't know whether he is a foreman now—he says, "There is nothing to do now. So—"

Q. (By Trial Examiner McCarthy.) He said that to you?

A. Yes, he said, "There is nothing to do." So I walked into the superintendent, and the superintendent told me—

Q. Who is the superintendent?

A. Mr. Skeets. I told him, and he gave me a job wheeling sand from the sand pit up there on the sprocket floor, the new side floor. So I worked all day, and it was after 3 o'clock—it was 3 o'clock I got a notice to go in the office, Mr. Skeets wanted to see me, by a fellow named Al. I came in and he told me this, "Well, Mr. Stanley, I am sorry, I have to lay you off." He said, "If we are going to have anything open, we will let you know." So I didn't say nothing any more, and I was laid off.

Q. (By Mr. Reynolds.) And you went home then?

A. That is right.

Q. Now, were there any employees doing the same kind of work that you were that started with the company after you did?

A. Yes, there was a fellow by the name of Walker, Steve Walker, something like that, who worked with me the same day, see; and I think he only got about four or five months, maybe less, seniority in the plant.

970 Q. Is that Walker or Parker?

A. Parker or Walker, I can't recall his name, see. When I worked with him that day I says, "Well," I says, "It is getting kind of dull." He says, "I won't get laid off." I says, "How do you know?" He told me this, "My father is independent craftsmen's lawyer."

Q. Who was the other men with less seniority than you?

A. I can't remember the names, sir.

Q. (By Trial Examiner McCarthy.) How many?

A. About two or three.

Q. That is, in the core room?

A. That is right.

Q. Or in the foundry?

A. In the core room.

Q. (By Mr. Reynolds.) Do you remember the first or the second names of those other men?

A. This fellow named—the last name, that is his fath-

er—it is Walker or something like that, I don't know what really is the last name.

Q. Parker?

A. Parker, Parker or Walker.

Q. It is the other one that I want to know about.

A. And a fellow named Stanley.

Q. Stanley.

A. Yes. I don't know exactly how much seniority
971 he has, but at the time I started to work I didn't see them working there. I worked there for four days, and I got pleurisy, sick, and I was laid off in the hospital for two weeks, and then when I came back I found them there working.

Q. You found Stanley working?

A. Yes.

Q. Did you make a statement in which you wrote out the names of these two men, after you left the plant?

A. I did, yes, I gave them to the C. I. O. president.

Q. If I were to show you that statement, would you remember the names of the men then?

A. I would.

Q. I show you this letter size paper and ask you if you prepared that? (Handing document to the witness.)

Mr. Seyfarth: I take it that this is for purposes of refreshing his recollection.

The Witness: Yes, Stanley Miller working in the core room, and Norman Parker.

Q. (By Mr. Reynolds.) Parker?

A. Parker, and he is fixing cores at that time, and as for Parker, he worked with me wheeling sand with me together, and he told me that his father is a lawyer.

Trial Examiner McCarthy: You have already said that.

Mr. Wham: Norman Parker, is that?

Mr. Reynolds: Yes.

972 Q. (By Mr. Reynolds.) Have you ever been called back to work?

A. No, I went over there once looking for a job.

Q. Who did you see?

A. Stanley.

Q. (By Trial Examiner McCarthy.) At the employment office?

A. Yes. I told him I come in there to look for a job. I asked him for it. He told me this: "You are smart enough, you don't have to come here, you read the papers." I asked him, "What do you mean?" "If you read the pa-

pers," he says, "you are smart enough to find out by yourself," he said, "there is nothing doing for you here."

Q. (By Mr. Reynolds.) That is the only time you went over there?

A. Yes, it was on February 11th, I think it was, 1938.

Q. Now, how much money did you make while you were working for the Link Belt?

Q. (By Trial Examiner McCarthy.) What did you understand Stanley meant when he said that?

A. I can't understand what he meant by that.

Q. (By Mr. Reynolds.) What were your earnings at the Link Belt?

A. I started there at 45 cents an hour.

Q. And did you get that all the way through?

A. Then I went to Mr. Skeets and asked for a raise,
973 and I got five cents. Then after a while all the plant was getting a raise, and I got a raise up to sixty something, sixty-two and a half or sixty-three, I couldn't tell you it, and then when the craftsmen's union came in, they got on the bulletin board—they said it was already recommended by the company, and that so-called bargaining, then they gave a raise of five cents.

Q. Then you were getting how much?

A. That would be sixty-eight.

Q. Sixty-eight?

A. Yes.

Q. That is what you were getting at the time you were discharged?

A. Yes.

Q. How many hours a week were you working?

A. Forty.

Q. Forty hours a week?

A. Yes, when we were busy we used to work a little more, eight or nine hours.

Q. Now, since you left on November 17th have you had any other jobs?

A. Yes.

Q. Where?

A. I got a job at Armour & Company.

Q. When?

974 A. I got the job, I think it was November 28th, something like that, or the 25th.

Q. November 25th?

A. Yes.

Q. Are you still working for Armour?

A. No.

Q. How long did you work for Armour after November 25th?

A. I worked there a week at the time I started on the 25th, and I got laid off, and then I was off two weeks again and got hired again and I worked for four weeks, then I got laid off, and then I got hired again and I worked for two weeks, and then I got laid off about February 9th.

Q. And you have been working since?

A. I worked for the W. P. A., I work for the W. P. A. now.

Q. You worked altogether about seven weeks for Armour, is that right?

A. Seven or eight weeks, something like that.

Q. How much money did you make while you were working for Armour?

A. Sixty-two and one-half cents an hour.

Q. Sixty-two and one-half cents. How many hours a week?

A. Sometimes thirty-five hours, some weeks, and some weeks I make forty hours, and the first week that I started I made only nineteen hours.

Q. Now, would you have any way of determining 975 how many hours you worked altogether for Armour & Company? Do you have any record?

Trial Examiner McCarthy: Was that Armour & Company?

Mr. Reynolds: Yes.

Q. (By Trial Examiner McCarthy.) Will Armour & Company give you a statement of how long you worked there and how much you earned?

A. Well, I don't know about that, sir.

Q. To help you, won't they give you a statement?

A. I don't understand.

Q. Won't they give you a paper to say how many hours you worked and what the pay was?

A. They don't give you that.

Q. I believe they will if you ask them. You go back to Armour and ask them for a paper to show how much money you earned by your employment. The employment office or the cashier will give you a statement showing how much money they paid you.

A. What chance have I got to go there?

Q. Why not?

A. If I go there, as I am laid off again, and I go and ask him, the first thing they will ask, "What reason do you want to know that?"

Q. That is all right.

A. I have got to tell this and that. If they don't
976 give you a list, if you don't have something to show to the timekeeper, if you don't have a definite notice, you can't get in there because they have police and everything else over there, and they don't let you in there. They tell you to get out, that is all.

Mr. Reynolds: I may be able to get that.

Q. (By Mr. Reynolds.) What time did you start working for the W. P. A.?

A. I started the 24th of last month.

Q. 24th of February?

A. Yes, sir.

Q. And have you had any pay checks yet?

A. I am getting some today, I got some coming today.

Q. How much have you coming today?

A. I got for fourteen hours coming, and I got for fifty-five hours—sixty-nine hours.

Q. Sixty-nine hours altogether?

A. Yes, sir.

Q. How much do you make an hour on that?

A. Fifty cents.

Q. Fifty cents?

A. Yes.

Trial Examiner McCarthy: Mr. Reynolds, in connection with that subject as we discussed yesterday, whether the W. P. A. statements are deductible, that is only home
977 relief statements which are not deductible.

Mr. Reynolds: Thank you.

Q. (By Mr. Reynolds.) Do you want to be reinstated on your job at the Link Belt?

A. I do.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: We will recess for five minutes. Just a minute, before we do, Mr. Wham, have you seen Section 14 of the Board's rules and regulations, regarding intervention, that you should file a motion, four copies?

Mr. Wham: I have.

Trial Examiner McCarthy: I am sorry, but I don't see it in here.

Mr. Wham: I also filed a copy of the motion for intervention with—on all parties.

Trial Examiner McCarthy: That is the proper procedure. I don't see it here.

Mr. Reynolds: Oh, yes, I introduced that as one of the parts of exhibit 1.

Trial Examiner McCarthy: All right, we will recess for five minutes.

(Thereupon a brief recess was taken.)

Trial Examiner McCarthy: You may proceed.

Cross-Examination.

Q. (By Mr. Seyfarth.) You say you are a core
978 maker at the Link Belt Company?

A. That is right.

Q. What kind of cores do you make?

A. I make all kinds of cores.

Q. Are there different kinds of cores?

A. Well, there is bench coremakers and floor coremakers.

Q. Are there any coremakers who make a certain type of core?

A. That is the floor coremaker.

Q. The floor coremaker?

A. I was a floor coremaker, and I worked—I can't recollect—on the plate machines, making wheels for track rollers.

Q. (By Trial Examiner McCarthy.) Is that on the bench?

A. No.

Q. On the floor?

A. On the floor.

Q. (By Mr. Seyfarth.) What are track rollers?

A. Track rollers, that goes for one—for the steam shovels—what you call—

Q. Caterpillar tractor?

A. May I state it now this way?

Q. Go right ahead.

A. On these steam shovels is—you see, the way the shovel is built—they ain't ever built steam shovels in the Link Belt, but they make them parts, and they have
979 shoes on those wheels, see; and when the shovel moves we have wheels to handle that roller. I couldn't tell you exactly how many goes on each one shovel, see, but I think it is four on each side.

Q. Now, is there such a thing as a steel coremaker and an iron coremaker?

A. Yes, sir.

Q. What kind of coremaking did you do, steel or iron?

A. Steel—I make track rollers, some of steel, and put the black sand—what is that you call it—half and half, and the other one is mixed a little steel and light sand. We have to give it—first you put the steel sand, the facing in.

Q. Yes.

A. Then you put that black sand, and after you get it up in the middle you put in the black sand or this here half and half.

Q. In connection with the steel cores?

A. In connection with the steel cores, because the black sand—

Trial Examiner McCarthy: We understand. Just answer the attorney's questions, just try to answer his questions.

Q. (By Mr. Seyfarth.) Did you make iron cores also?

A. I did.

Q. How long did you make iron cores?

980 A. Well, we got it every day; get some steel and get some iron. If we finish a job, we finish that together, and we get iron, and maybe we get the steel.

Q. Did you make the smaller cores as a general rule?

A. I did.

Q. You joined the C. I. O. in 1936?

A. That is right.

Q. Was it July of 1936?

A. I couldn't remember the time.

Q. Was it in the summer of 1936?

A. That is about the time, yes.

Q. Would you say that it was either in June or July of 1936?

A. I said that I couldn't recall the time, sir.

Q. Fix it as closely as you can. Would you say it was either July, or September of 1936?

Mr. Reynolds: I object, if the Examiner please.

Trial Examiner McCarthy: He said about two months after he started to work, and he started to work in May.

The Witness: Two months.

Q. (By Mr. Seyfarth.) That would make it July, if I am correct in my computation. You now say it was July, 1936, that you joined in July?

A. About two months after I started work.

Q. Answer my question. Is that July?

981 Trial Examiner McCarthy: He has answered it.

Mr. Seyfarth: I would like to have him state it for the record.

Trial Examiner McCarthy: The witness is having a little difficulty with English.

Q. (By Mr. Seyfarth.) You were asked to join by Frank Lackhouse?

A. That is right.

Q. Were you given an invitation to attend the meeting of the independent union?

A. Yes, sir.

Q. You were given that invitation in the plant?

A. Yes, sir.

Q. Who gave it to you?

A. I don't know what is that fellow's name.

Q. Did he work in your department?

A. No, sir, he is working somewhere in the machine shop or the steel shop, he comes in the foundry.

Q. Had you ever seen him before?

A. I seen him a lot of times coming in the office, I don't know who he is.

Q. Did he know you?

A. No.

Q. Did you know him?

A. Maybe he just know me like the rest of the work-982 men, but he walked up and gave it to everybody.

Q. He passed them out?

A. That is right.

Q. (By Trial Examiner McCarthy.) What time did they pass them out?

A. It was afternoon.

Q. What time about, if you can remember? If you don't know, say so.

A. It was about 1:30 or 1 o'clock, something like that.

Q. (By Mr. Seyfarth.) Did I understand you to state on your direct examination that the speaker at the meeting of the independent said that we are going to have someone to bargain with the company?

A. That is right.

Q. He made that statement?

A. Yes.

Q. Who was it that made that statement?

A. I don't know who that fellow was.

Q. But that statement was made at the meeting?

A. That is right.

Q. When did you have the conversation with George Kowatch?

A. That was when I was working, when I was working, he came up before noon.

Q. Before noon?

A. That is right.

983 Q. Was there anyone else present?

A. No, he was alone, and he talked when I was working on my bench.

Q. What position does Kowatch hold with the company?

A. He is—I don't know what he is. He takes patterns from the pattern shop into the office, and then he writes tickets on them or something, and he puts orders on how many is supposed to be made.

Q. (By Trail Examiner McCarthy.) Did you say he was a checker on intake of orders?

A. That is right. I don't know exactly what his job is there.

Q. (By Mr. Seyfarth.) He has something to do with orders?

A. That is right.

Q. When was the date of this conversation with Kowatch?

A. I can't recollect.

Q. (By Trial Examiner McCarthy.) Do you know about what time?

A. It was about 2 o'clock.

Q. That is during the day, but do you remember what time of the year?

A. It was 1937.

Q. Spring or fall of 1937, do you remember? You see, the fall of 1937 was last fall. Was it last spring, a year ago?

A. It was 1937, it was about—what is this here

984 month after—

Q. March, April or May?

A. I think it was either June, some part of June that he come in, I couldn't say for sure, see.

Q. (By Mr. Seyfarth.) And you were working at your bench at that time?

A. That is right.

Q. You had a conversation with Splitz, did you?

A. That is right.

Q. Where did that conversation take place?

A. On the floor when I was making cores after I had finished the mover there on the shelves.

Q. You met Splitz when you were taking the cores to the shelves?

A. That is right.

Q. Whereabouts did you meet him?

A. I told you, on the building.
Q. Was that near the shelves?
A. I was coming from the shelves, I was coming from the core room. The core room is back here (indicating) and this floor is coming down here, see, and the shelf was like that, see.
Q. What time of day or night was it that you talked to Splitz?
A. It was in the morning.
985 Q. Do you remember what time in the morning?
A. No, sir.
Q. What was the approximate date?
A. If I knew the date I wouldn't know the time, I don't know exactly.
Q. (By Trial Examiner McCarthy.) Was it about the time that Kowatch talked to you? Was it before or after Kowatch talked to you, do you remember?
A. Splitz talked with me first.
Q. Then it is before June, 1937. How long before, do you remember, a couple of months?
A. It might be in the same month, I couldn't say.
Q. (By Mr. Seyfarth.) Was Splitz working on a machine at the time, you say?
A. Sure, he is foreman.
Q. You testified on direct examination Splitz was work-on a machine, didn't you?
A. I didn't say such a thing, sir.
Q. The answer to the question is "No?"
A. I told it right when he asked me, and I gave him the answer that I made. Splitz, he runs the shoes for that machine, and he is a foreman over these men.
Q. Now, you said that you didn't say that Splitz was working on a machine at the time you talked to him?
A. I didn't say that before either.
986 Q. What did you say before?
A. I told that, that he is foreman for that floor that is making those shoes and other kinds of things, that is, next to the core room.
Q. And what was Splitz doing?
A. I said he is a foreman, sir.
Q. Yes, but what was he doing when, you talked to him?
A. He was coming towards me, and I stopped, and he asked me about joining the C. I. O.
Q. He was walking down the aisle?

A. Yes, he was coming from the north side to the south.

Q. You now say that he was not working on a machine?

A. I didn't say that in the first place, that he was working on a machine.

Q. That is not the question. Read the question, Mr. Reporter.

(Question read as above recorded.)

Q. Just answer it yes or no.

Q. (By Trial Examiner McCarthy.) Stanley, do the foremen work on the job or do they work around and supervise?

Mr. Seyfarth: If the Examiner pleases—

Trial Examiner McCarthy: Just a minute, just a minute. Do the foremen work on machines? Do they have working foremen out there?

A. I will tell you this much, he takes care of all
987 these men and gives the men the jobs, and then after the molds are made he helps pour the steel in the mold.

Q. He helps pour steel in the molds?

A. Yes, that is what I say he is doing afternoons. He is a foreman.

Q. But he does not work on a machine?

A. No, he does not work on a machine, he shows the men what to do. If a new man comes—

Mr. Seyfarth: If it pleases the Examiner, I wish to object to this constant interruption of my cross-examination which has taken place in the past as well as on this occasion, when I have gotten a witness in a position where there is a discrepancy. I object to it, I think it is prejudicial. I want the witness to answer the question I asked. It is a very plain, simple question, very understandable.

Trial Examiner McCarthy: The Examiner begs to differ with you.

Mr. Seyfarth: May the question be answered?

Trial Examiner McCarthy: I think he stated the man was not working on a machine, if I understand him correctly.

Mr. Seyfarth: I didn't understand him to answer the question. It calls for a yes or no answer.

Q. (By Trial Examiner McCarthy.) Did the foreman work on a machine, did Splitz work on a machine?

988 A. Not that I ever see.

Q. Can you say yes or no?

A. I never see him working, he would show the men what to do, just what I told, the first story, the same thing.

Mr. Seyfarth: My question was directed to the time that he me Splitz, whether Splitz at that time was working on a machine. That can be answered either in the positive or in the negative, and the witness has not yet answered the question.

Trial Examiner McCarthy: Well, the Examiner rules that he has.

Q. (By Mr. Seyfarth.) You said at that time that Splitz asked you to join the independent union?

A. That is right.

Q. And you refused?

A. That is right.

Q. Then, Stanley, Splitz made a remark to you about the C. I. O., is that right?

A. That is right, because I refused to—

Q. Did you tell Splitz something about the Wagner Act?

A. That is right.

Q. What did you tell him?

A. I told him, I said, "You know—" I said, "You know, that you foremen are not allowed to organize," and I said, "The Wagner Law calls for it," and I says "the orders 989 I think they give you."

Q. Did you also say something about organizing on company time or plant property?

A. That is right.

Q. Did you mention that to Splitz?

A. I don't get what you mean, sir.

Q. I say, did you also tell Splitz that the Wagner Act said that he could not organize on company time or plant property?

A. I didn't say about that, I told him that foremen are not allowed to organize.

Q. On company time?

A. Either on company time or anything, for any union, I told him. That is all I told him. He said, "To heck with it."

Q. Was it your understanding that one was not supposed to organize on company time?

A. That is right, and they got the orders too.

Q. That is, anybody, foreman or anybody?

A. The man that is holding a job in the company.

Q. The men who are holding jobs in the company are not supposed to organize on company time?

A. Not the working man, not that I know of.

Q. Were you ever given orders not to organize on company time?

A. It was not getting the orders, but I knew.
990 Q. You knew that you were not allowed to?
A. For my organization they don't.
Q. You knew they were not supposed to organize for anybody on company time?
A. I didn't say that, I am not allowed to.
Q. You thought the others were allowed to but you were not allowed?
A. Either one of us is mixed up.
Q. Neither one are supposed to organize on company time, is that it, Stanley?
Trial Examiner McCarthy: That is what he said. Read that.
(Record read.)
Trial Examiner McCarthy: The witness has answered.
Q. (By Mr. Seyfarth.) I think it is clear that you knew that you were not allowed to organize, that you were not to organize for the C. I. O. on company time?
A. I was not to organize on company time.
Q. I am not saying that you organized on company time, but you knew you were not supposed to.
Mr. Reynolds: I object because it is immaterial, the witness did not organize, whether he knew it or not.
Trial Examiner McCarthy: I think he has answered that.
Mr. Seyfarth: I think that he knew that he was not supposed to.
991 Trial Examiner McCarthy: That is what he said.
Q. (By Mr. Seyfarth.) Do you know who the man was whom you stated worked in the office, who was asking the men to join the independent union during the noon hour?
A. I know him if I see him, but I can't recall his name.
Q. What does he look like?
A. He is a kind of short, baldheaded man.
Q. How old is he?
A. I can't tell his age.
Q. Is he between forty and fifty, or twenty and thirty?
A. I don't know, sir.
Q. Was he a young man or an old man?
A. He must have been over thirty-five.
Trial Examiner McCarthy: Are you trying to identify the man?
Mr. Seyfarth: Yes, I would like to identify him.
Trial Examiner McCarthy: You are going to produce him if you can identify him?

Mr. Seyfarth: If I can identify him, yes.

Trial Examiner McCarthy: How many men are working in this plant?

Mr. Seyfarth: About 700.

Q. (By Mr. Seyfarth.) Was he a young man or an old man, Stanley?

A. He must have been over 35, I think.

992 Q. Was he light or dark complected?

Trial Examiner McCarthy: Well, the Examiner rules that the identification is apparently not specific enough, it is not possible to ascertain with any definiteness from this witness just who it was.

Mr. Seyfarth: As I to take it that we haven't got the right to find out who the man was?

Trial Examiner McCarthy: He just said that he was a worker taking orders there.

Mr. Seyfarth: If the witness is unable to establish the man's identification any further, under the strict rules of evidence, Mr. Examiner, that conversation would not be permitted. I think you will agree with me on that.

Mr. Reynolds: The strict rules of evidence are not controlling in this proceeding.

Mr. Seyfarth: I know it, and for that reason all the more latitude should be allowed our side to controvert that evidence. That is only fair and just.

Trial Examiner McCarthy: If you think this witness can identify him from that description, you may proceed.

Mr. Seyfarth: I may bring him down and ask this man to identify him. I don't want to take these things lightly. A conversation has been given here which certainly casts an aspersion on the company, and we have a right to deny it.

Q. (By Mr. Seyfarth.) Was he light or dark complected?

993 A. Sort of a tan.

Q. What office did he work in?

A. Foundry, at the timekeeper's office.

Q. (By Trial Examiner McCarthy.) Timekeeper's office?

A. Yes, there is a timekeeper working in that office and a man that is checking, they have got everything over there.

Q. (By Mr. Seyfarth.) A timekeeper and a man checking there?

A. Yes.

Mr. Seyfarth: So you see that it is two men that work in that office, and not seven or nine hundred.

Mr. Reynolds: Mr. Examiner, I am in a position to furnish him that man if you want.

Mr. Seyfarth: Why didn't you do it on direct examination then?

Mr. Reynolds: I just now found out.

Mr. Seyfarth: Very well.

Mr. Reynolds: If you want I will tell you.

Mr. Seyfarth: I would like to have the name.

Mr. Reynolds: Mr. Kresge. See if that fits his description.

Q. (By Trial Examiner McCarthy.) Was the man's name Kresge, do you know?

A. That is right, that is the name, Kresge, he worked there.

994 Trial Examiner McCarthy: That is enough, that is all.

Q. (By Mr. Seyfarth.) Where did you wear your C. I. O. steward badge?

Trial Examiner McCarthy: The witness testified that he wore it on his hat and on his belt.

Q. (By Mr. Seyfarth.) When did you get the steward badge?

A. Before November in the middle of the month, I don't recall whether it was the 25th or the 28th.

Q. Now, during those occasions on which you wore it on your belt was it covered up?

A. How can it be covered up when I wear it on my shirt.

Q. On your belt or on your pants?

A. I had it on my shirt.

Q. You didn't wear it on your belt?

Trial Examiner McCarthy: Just a minute. When you wore it on your belt does your coat cover the badge? You don't wear a coat when you work, do you?

A. No, I have some kind of a little jacket, but they could always see it when you put it over, right over here (indicating).

Q. Is that the kind of a jacket that you wear, that you have on now?

A. No, a short tan jacket.

Q. (By Mr. Seyfarth.) It is a short jacket and it does not come down to your waistline?

995 A. No.

Q. Now, you testified to a conversation that you had on November 8, 1937, with Mr. Skeets, I understand.

A. Yes.

Q. Had you been collecting dues on company time prior to that?

A. Not on company time.

Q. What did you say when Mr. Skeets told you not to collect dues for the C. I. O. on company property?

A. I asked him, I said, "Can't I even collect dues when we are collecting on our own time, in the morning or noon hour or after work?"

Q. What did he say?

A. He said no.

Q. He said no?

A. That is right.

Q. Prior to that time had you been collecting dues in the mornings or noon hours?

A. That is what I was doing, before I started to work, at noons and after I am through working.

Q. But you didn't collect any dues at the time you were supposed to be working?

A. No, not when I am working.

Trial Examiner McCarthy: I am sorry to interrupt again, but I think the witness has covered that fully. I
996 would like to speed up the session, otherwise we will have to have a night session and carry on tomorrow afternoon.

Mr. Seyfarth: He had not covered the question as to whether he collected dues during working hours.

Trial Examiner McCarthy: Will you read the answer. Will you go back and see if that is not covered.

(Record read.)

Trial Examiner McCarthy: Now, the Examiner wants to be very fair and impartial, as fair and impartial as possible, but at the same time the hearing is kind of dragging and we will have to speed it up.

Mr. Seyfarth: This witness consumed an hour on direct examination, if the Examiner please, and I have only been at it twenty or twenty-five minutes.

Trial Examiner McCarthy: As long as we can avoid repetition, please try to avoid repetition. If there is anything new, go ahead.

Q. (By Mr. Seyfarth.) Did Skeets say, "If I catch either one of the members of either union collecting dues I will fire them?"

A. Not the steward, any man collecting dues, he will be discharged.

Q. Did you tell Mr. Skeets that you would not collect dues after that?

A. That is right.

997 Q. How many men were employed in the core room where you work, Stanley?

A. I ain't got the record of it.

Q. (By Trial Examiner McCarthy.) How many do you think, give us an estimate.

A. There is quite a few.

Q. About forty men, fifty men, or what?

A. I think it runs about twenty-five or thirty, something like that. They had a night shift, too.

Q. (By Mr. Seyfarth.) Do you know how many men were laid off at the same time you were?

A. I think either four or six, something like that was laid off out of the core room.

Q. Do you know whether or not they started work before or after you?

A. I don't know, sir.

Q. How long have you known Steve Parker?

A. Who?

Q. Parker.

A. Steve Parker?

Trial Examiner McCarthy: I think it is Norman Parker.

Q. (By Mr. Seyfarth.) Norman Parker.

Trial Examiner McCarthy: The fellow who was pushing sand with you, whose father was a lawyer.

A. I know him just while I was working with him.

998 He came in there and started work.

Q. (By Mr. Seyfarth.) What kind of a job was he doing?

Trial Examiner McCarthy: When he started to work?

Mr. Seyfarth: Yes.

A. Well, he was helping on the floor, he used to wash the cores and blacken them.

Q. Was he a coremaker at any time?

A. He was helping, sir. I never saw him making cores, and basting.

Q. Would you say he was an apprentice coremaker?

A. I wouldn't say about that.

Q. But he was not a coremaker?

A. He was not a coremaker, he was working in the core room.

Q. He was working in the core room, but was he what you would call a coremaker?

A. I can't call a man a coremaker when he is basting.

Trial Examiner McCarthy: I think the record shows that he is not a coremaker.

Mr. Seyfarth: If that is what the record shows, that is what I wanted, if it is understood by the parties that Parker was not a coremaker.

Q. (By Mr. Seyfarth.) You went to the hospital about a month after you started work?

A. Not a month, four days later I got sick.

Q. How long were you in the hospital?

999 A. I was eight days in the hospital, then I had orders from the doctor to stay off a week.

Q. You immediately came back to work after that week was over?

A. That is right, I went to see the Link Belt doctor and the doctor O. K.'d me.

Q. You gave the name of a man by the name of Stanley whom you thought started work after you did.

A. Yes.

Q. Do you know his last name?

A. No.

Trial Examiner McCarthy: I think the name is Miller, is that correct?

Mr. Reynolds: Yes.

Trial Examiner McCarthy: Stanley Miller.

The Witness: Yes.

Q. (By Mr. Seyfarth.) Is that the name?

A. I think that is the name, I don't know for sure.

Q. How long after you were laid off did you see Stanley Staske?

A. Once.

Q. Just once?

A. Yes.

Q. What date did you see him?

A. It was February 12th or 11th, either one.

1000 Q. (By Trial Examiner McCarthy.) Of 1938?

A. 1938.

Q. (By Mr. Seyfarth.) And when you talked with Stanley and he said you are smart enough to read the papers, was it your impression that he referred to the fact that there was a depression, that that is why that he used that term?

A. I don't understand what he meant.

Q. You didn't have any feeling about that one way or the other?

A. I don't know what he meant.

Q. He just used those words?

A. Yes, sir.

Trial Examiner McCarthy. The witness has already answered that.

Q. (By Mr. Seyfarth.) Did you ask for a further explanation?

A. I did.
Q. What did he say?
A. He said, "You know."
Q. Did the conversation cease at that time?
A. I told him, "I think a man has a right to come down and look for a job."
Q. What did he say?
A. He said, "Sure, sure."
Q. And did you say anything in answer to that?
1001 A. No, sir.
Q. You left then?
A. Yes, sir.
Q. Now, was the five cent raise which you got after you asked Mr. Skeets a raise that everybody else in the plant got or did you get that individually?
A. I got that individually.
Q. And that was on April 21st, or what date was it, that you got that raise?
A. I can't recall it, sir. I got that raise after I come back from the hospital and I started to work, about a week later, I think.
Q. You only worked at the rate of forty-five cents for about a month then?
A. I don't know how long I worked at that, but I asked him and I got the increase.
Q. Did you ever talk to Mr. Berry?
A. Yes.
Q. When did you talk to Mr. Berry?
A. That is when Mr. Skeets took me in the office.
Q. When did Mr. Skeets take you in the office?
A. I couldn't remember the time, sir.
Q. Do you remember approximately the date?
A. I don't remember, sir.
Trial Examiner McCarthy: Which time are you
1002 referring to, when Mr. Skeets took him in the office?
Mr. Seyfarth: In Mr. Berry's office.
Trial Examiner McCarthy: He talked to Skeets three times.
The Witness: Mr. Berry, the man sitting there (indicating).
Q. (By Mr. Seyfarth.) I am referring to that time, when did you go in the office with Mr. Berry?
A. I was with Mr. Skeets.
Q. The date, do you know?
A. I don't remember, sir.
Q. Was it in the summer, the fall or the winter?

A. It was in September.
Q. Of 1937?
A. 1937, before November, what is that month?
Trial Examiner McCarthy: October.
The Witness: October.
Q. (By Mr. Seyfarth.) In October of 1937?
A. That is right.
Q. What was the occasion for going in to see Mr. Berry?
A. Must I answer this?
Q. (By Trial Examiner McCarthy.) Was it a part of your work?
A. No, sir.
Q. Was it a part of your union activity?
1003 A. No, sir.
Q. Was it about your family personally?
A. No, sir.
Trial Examiner McCarthy: Can you give us some indication of what it was?
Mr. Seyfarth: No, it was nothing personal.
Q. (By Trial Examiner McCarthy.) Was it about your work?
A. No, sir.
Trial Examiner McCarthy: I wonder if anybody can just indicate without violating his—
Mr. Seyfarth: I understand it was concerning union activity.
Trial Examiner McCarthy: Union activity.
The Witness: No, sir.
Q. (By Mr. Seyfarth.) Was it about something that you had done on plant property on company time?
Trial Examiner McCarthy: Was it personal now or about union activities?
Mr. Seyfarth: No, it is not personal, it has reference to his job and his activities during working hours.
The Witness: You might ask Mr. Skeets, he will tell you.
Mr. Seyfarth: I am asking you.
Trial Examiner McCarthy: Wait a minute, I don't know whether you will have to answer or not.
1004 Mr. Seyfarth: It is a perfectly fair question of the witness.
Trial Examiner McCarthy: I don't know whether it is or not, the witness seems to have some hesitation.
Mr. Seyfarth: Why doesn't he answer the question?
Trial Examiner McCarthy: It must be personal.
Mr. Seyfarth: It is not personal, it is certainly not per-

sonal, the Examiner can take my word for it, it has nothing to do with his private life, it has nothing to do with his employment with the Link Belt Company.

Trial Examiner McCarthy: Does it tend to embarrass him?

Mr. Seyfarth: No, it should not embarrass him.

Trial Examiner McCarthy: It should not, but does it tend to?

Mr. Seyfarth: I mean, many questions may have tended to embarrass the witnesses, but nevertheless they have answered them.

Trial Examiner McCarthy: You will have to ask Mr. Skeets. I don't know why he has hesitated to answer.

Mr. Seyfarth: Neither do I.

Trial Examiner McCarthy: I think you can ask Mr. Skeets that on your defense.

Mr. Seyfarth: I am going to ask a direct question of the witness.

1005 Trial Examiner McCarthy: And if he does not agree with this, he can go back on the stand and repudiate it.

Mr. Seyfarth: I am going to ask him directly.

Trial Examiner McCarthy: You are not going to go into it.

Mr. Seyfarth: I am going to ask the question and it can be objected to.

Trial Examiner McCarthy: There is nothing accomplished by putting a man on the spot.

Mr. Reynolds: If we knew what the purpose was that would be a different matter.

Mr. Seyfarth: It goes to the motive of the witness' testimony.

Mr. Reynolds: Motive, what do you mean, motive?

Mr. Seyfarth: It also goes to his credibility as a witness. It affects his entire credibility, Mr. Examiner.

Trial Examiner McCarthy: Don't you think you had better talk to Board's counsel, and if he agrees that there is nothing embarrassing, you may ask him. We don't want to put a man on the spot.

Mr. Seyfarth: It is a most unusual procedure, to determine from the Board's attorney whether or not a witness can answer a question.

Trial Examiner McCarthy: If you feel that way about it, the Examiner will rule that you prove it by Mr. Skeets.

1006 Mr. Seyfarth: I will ask right now that I be permitted to put Mr. Skeets on.

Trial Examiner McCarthy: You can make an offer of proof.

Mr. Seyfarth: You can make an offer of proof on cross-examination. The most you can do is frame the question, because it is not in the nature of an offer of proof. I would like to frame a question to this witness to answer. If the question is objected to and sustained, then I can note my exception.

Trial Examiner McCarthy: It is not clear to the Examiner what this is all about. Will you come over here and tell me what it is?

Mr. Seyfarth: I would like the record to show what it is.

Trial Examiner McCarthy: It relates to his work?

Mr. Seyfarth: It relates absolutely to his work.

Trial Examiner McCarthy: Something that happened to him during working hours?

A. Something that happened during working hours, something which he had a conversation with Mr. Berry about.

Trial Examiner McCarthy: It is not personal.

Mr. Seyfarth: It is not personal, not in the least.

Mr. Reynolds: Some infraction of the rules, I suppose.

Mr. Seyfarth: That is right.

1007 Trial Examiner McCarthy: You may ask him the question.

Mr. Seyfarth: Perhaps the witness would like to answer the question already propounded to him.

Trial Examiner McCarthy: What was the question?

(Question read as above recorded.)

Trial Examiner McCarthy: What was his answer?

(Answer read as above recorded.)

Trial Examiner McCarthy: Your question is, what is the occasion, or why the witness went in to see Mr. Berry.

Mr. Seyfarth: To see Mr. Berry, yes.

Q. (By Mr. Seyfarth.) Do you know why you went in to see Mr. Berry?

A. Must I answer that?

Trial Examiner McCarthy: Is there anything—

The Witness: There was not anything for union activities on that, I don't think I have to answer.

Q. (By Trial Examiner McCarthy.) It was not union activities?

A. No, sir.

Q. Was it in connection with the way you were doing your work?

A. No, sir.

Mr. Reynolds: I object to the question on the ground that there is nothing in the answer of the respondent, that there is no allegation of the respondent that this man
1008 was discharged for any reason except slow work. If counsel wishes to submit an amendment, giving their reasons, I think he may have a basis for his question.

Mr. Seyfarth: He has testified on direct examination about union activity, and specified according to his testimony each time and place in the complaint. He also testified to the fact that he never made any attempt to collect any dues or become active for his union, for the C. I. O., during company time. Now, I think I have a right to show the contrary.

Mr. Reynolds: You said it had no bearing on this question.

Mr. Seyfarth: I said it has a bearing on union activity. I made the direct observation at the time I asked it.

Trial Examiner McCarthy: The witness made the statement it has no bearing.

Mr. Seyfarth: I would like to reframe my question.

Q. (By Mr. Seyfarth.) Did Mr. Berry talk to you about telling other men in the plant that they ought to join the C. I. O. because you got a raise?

A. If you had asked me that, I would answer.

Trial Examiner McCarthy: You may answer. You may proceed.

Q. (By Mr. Seyfarth.) Did Mr. Berry talk to you about that subject?

1009 A. Not in the plant.

Q. (By Trial Examiner McCarthy.) In the office?

Q. (By Mr. Seyfarth.) Did he talk to you about that subject when you were in Mr. Berry's office?

A. Not about the union—

Trial Examiner McCarthy: Now, wait a minute. Restate the question. It has a bearing, Stanley, on this whole issue in this case, and I believe it belongs in the record.

The Witness: No, nothing in the record at all.

Q. (By Mr. Seyfarth.) Did Mr. Berry say—

Trial Examiner McCarthy: Did you want that question repeated, Mr. Seyfarth?

Mr. Seyfarth: He did not give a responsive answer, and I will frame it in another way.

Q. (By Mr. Seyfarth.) Will you tell the Examiner what Mr. Berry said to you in the office in your own words, just what he said to you, and what you said to him?

A. Must I answer that?

Trial Examiner McCarthy: Yes, I think that belongs in the record, it is a part of this union business.

A. It has nothing to do about the union, sir. I was asked in by Mr. Skeets, Mr. Skeets talked in the general office, and we had some little talk.

Trial Examiner McCarthy: He asked you whether you talked to other men about a raise.

1010 The Witness: Did he ask me that, sir?

Trial Examiner McCarthy: Read that question, please, Mr. Reporter.

(Last question of Mr. Seyfarth read as above recorded.)

A. I told you that was nothing about the raise.

Q. (By Trial Examiner McCarthy.) Did Mr. Berry talk to you about that?

A. No, sir.

Q. (By Mr. Seyfarth.) What did Mr. Berry say to you?

A. Must I tell you that, what Mr. Berry told me?

Q. Yes.

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: The Examiner says you have to answer the question. You just tell in your own words what Mr. Berry said to you and what you said to Mr. Berry.

A. I told you this, there was nothing about the union, and it was nothing—

Trial Examiner McCarthy: You can answer that, what did you tell Mr. Berry?

A. Mr. Skeets can answer that question.

Trial Examiner McCarthy: You are the one that told Berry something. What did you tell him?

A. When I was taken by Mr. Skeets—I think Mr. Skeets can straighten that out.

Mr. Seyfarth: We want you to straghten it out.

1011 Mr. Reynolds: Stanley, this matter will be brought out by the other man and you may as well tell what was said.

Trial Examiner McCarthy: Mr. Berry will get on the stand and say something, and Mr. Skeets will get on the

stand and say something and then you will get on the stand and say something, and then we will have to figure out what is right, so it is necessary for you to tell what was said. So it is necessary for you to tell what you told Mr. Berry.

The Witness: Well, it was a private misunderstanding.

Q. (By Trial Examiner McCarthy.) A private misunderstanding. Did you tell Berry it was a private misunderstanding?

A. I didn't say nothing to Mr. Berry.

Q. Berry apparently told you not to talk to the other men in the plant?

A. He didn't say nothing.

Q. About joining the C. I. O. because you got a raise?

A. He didn't say such a thing, it was nothing about union activities. I was called by Mr. Skeets, Mr. Skeets called me in his office, and talked about another affair, a private misunderstanding.

Q. Did Mr. Skeets tell you what the misunderstanding was?

A. No, it was not even—.

Q. (By Mr. Seyfarth.) Tell us about the misunderstanding, what was there about it?

A. I told you it had nothing to do about the union.

1012 Q. Tell us what you said in Mr. Berry's office about the misunderstanding.

A. I didn't say nothing.

Mr. Seyfarth: Is there a rule that he answer the question?

The Witness: I didn't say nothing about union activity.

Q. (By Mr. Seyfarth.) What did Mr. Berry say to you?

A. Must I state those words?

Q. Yes, the Examiner has said that you must answer the question.

A. If it had nothing to do with the union, I don't see why I should answer the question.

Q. You are here to answer questions, not to ask them.

Q. (By Trial Examiner McCarthy.) Didn't Mr. Berry tell you not to tell the other men in the plant to join the C. I. O. because you got a raise?

A. There was nothing about the raise, sir, and there was nothing about the C. I. O., he didn't say such a thing at all. He is asking me this question why I was called

in Mr. Berry's office by Mr. Skeets, and he wants to know definitely just exactly what we had a talk about when Mr. Berry and Mr. Skeets was there. That has nothing to do with union activity, it was nothing about the raise or anything like that.

Q. It was nothing about the work?

1013 A. Well, it was nothing about the work, no.

Q. That is about the work if there is a rule, if they say that you can do a certain thing, and you misunderstood it, and you did something wrong, that would be about the work. Is that what it was about?

A. It was my fault for one thing.

Q. (By Mr. Seyfarth.) Tell us about it.

Q. (By Trial Examiner McCarthy.) Just tell us about it, Stanley, the best you can.

A. I think it would be a better idea, sir, to have Mr. Skeets answer these questions, just exactly what it was all about, and tell you. He can tell you exactly what it was, see. That was nothing about the raise, that is all.

Mr. Reynolds: If the Examiner please, Mr. Skeets is here, why can't we have him explain that?

Mr. Seyfarth: I think this is—

Trial Examiner McCarthy: Off the record.

Mr. Seyfarth: I would like to make a motion, if the Examiner please, to have the stenographer take this down and mark it pages A, B and C, and so forth.

Trial Examiner McCarthy: No argument in the record, I am sorry.

Mr. Seyfarth: May I ask the reporter to take it down?

Trial Examiner McCarthy: You may make your arrangements with the reporter.

Mr. Seyfarth: The reporter will take it down for me personally.

1014 Trial Examiner McCarthy: The Examiner rules that the witness need not answer the questions if it tends to embarrass him and which he has a hesitancy in answering. The Examiner suggests the easiest way is to call Mr. Skeets and let him tell the story, and call Mr. Berry and let him tell the story.

Mr. Seyfarth: To which I except. Will you mark this Respondent's Exhibit 2?

(Thereupon the document above referred to was marked Respondent's Exhibit No. 2, for identification.)

Q. (By Mr. Seyfarth.) Did you ever read the notices on the bulletin board, Stanley?

A. Not before I went in to see Mr. Berry.

Q. Did you read the notices on the bulletin board after you saw Mr. Berry?

A. Yes, sir.

Q. Did you ever read this notice on the bulletin board? (Handing document to witness.)

A. It was not even written that way.

Q. Now, when did you read that on the bulletin board, Stanley?

A. It was not written like that, that is, the way it is here.

Q. But there was something written, but it was 1015 not written on that kind of paper, is that what you mean?

Trial Examiner McCarthy: That is not what he said, it was not written that way.

Q. (By Mr. Seyfarth.) How was it written?

A. It says that any man—

Q. Go ahead and read it.

Q. (By Trial Examiner McCarthy.) Can you read it?

A. It was on the first bulletin was false talking going on on somebody getting a raise in the shop. He says then, his first statement says, if anybody keeps on saying like that, they will be discharged.

Q. (By Mr. Seyfarth.) Isn't that what this notice says? Read it.

Mr. Reynolds: Read it out loud, Stanley.

Trial Examiner McCarthy: Read it out loud so it is in the record. I will read it.

The Witness: I don't think it was in such high words like that.

Trial Examiner McCarthy: (Reading) "Notice. There is a tendency on the part of some of our employees to circulate false stories about individuals receiving pay increases. This is propaganda tending to break down the good will of our employees. Continuation of this misrepresentation of facts will result in the discharge of the employee making false statements. (Signed) E. L. 1016 Berry. August 12, 1930."

The Witness: It might have been something like that, but it was not on that kind of paper. I didn't see it in just those words on there. Now, is that clear, sir?

Q. (By Trial Examiner McCarthy.) Is that what you had reference to when you went in to see Mr. Berry?

A. Yes, sir, that is what I was called in for.

Q. I thought it was something personal.

A. There was nothing about union activity. I come in here to testify to my union activities. That was personal between Mr. Berry and Mr. Skeets and me. It has nothing to do with union activities. He tried to bring out to me, the attorney did, that I was talking with Mr. Berry something about the union. That is why I didn't want to answer that.

Trial Examiner McCarthy: Are you going to offer it now, that document?

A. I don't want to make my offer at the present time, if it please the Examiner, only to connect it up.

Q. (By Mr. Seyfarth.) Now, did Mr. Berry talk to you about this subject when he had you in the office?

A. Yes, he did.

Q. Will you state to the Examiner just what Mr. Berry said to you?

A. Must I?

Trial Examiner McCarthy: Yes, that is a part of
1017 this case, Stanley. Anyway, the fact it was part of union activities, that you said that you got a raise because you joined the C. I. O. That is what he thinks, but he may be mistaken. Now you tell us about it.

A. If that has got to be brought out, all right, I will bring it out. Me and one fellow were joking at noontime. I got overpaid, I had some mix-up in my checks. I had forty hours and I was paid for forty-two hours, and one fellow that works in the core room with me, he walks up to me while I was figuring my time, and he looked at my pay check and he asked me, he says, "What is the idea, that you got so much more money than I have." I told him, "It is none of your business." I says, "Maybe I got more hours, maybe I got a raise." He says, "Really?" He says, "Well, if you want to believe it, go ahead, put it that way." So he went in at noontime and saw Mr. Skeets and told Mr. Skeets, or he asked for a raise, and he told him about me, that I got the raise; and he said when Mr. Skeets asked him, he told him, I believe that he told my name.

After that he started to work. At lunchtime I was called in in Mr. Skeets' office, me and this other fellow, and he asked me if I said to the fellow that I got the raise, and I told him I joked around with him, but I didn't say that I really got the raise; so Mr. Skeets took me and
this other fellow in Mr. Berry's office, and he had
1018 cards from the time that I started, and that fellow, how much time I had worked in the factory, and this

other fellow, by the name of Joe, he had a longer time, so Mr. Berry didn't say nothing to that fellow, see, and when he explained, Mr. Skeets, to Mr. Berry, that I am the guy that gave him the false alarm about getting the raise, Mr. Berry stood up and said, "God damn it, what is the big idea, telling everybody that you got the raise?" He didn't give me no chance to explain or anything, just bawled me out. When I tried to tell him about it he says, "I ought to fire you for this." Isn't that true, Mr. Berry? That is true. That is why I got bawled out, and after that there was a notice on the bulletin space that anyone making false misstatements would be discharged.

Q. (By Mr. Seyfarth.) Was this man's last name Sukorich?

A. I don't know his last name.

Q. He was in the same department as you?

A. He was in the core room.

Q. Did you tell Joe that he ought to join the C. I. O. to get a raise like you did?

A. I didn't say a word.

Trial Examiner McCarthy: So it is really a mistake of the accounting office, the man got two hours over what he should have gotten.

The Witness: That is right.

Mr. Seyfarth: Not to our knowledge at the present 1019 time, but we will check up on that.

Q. (By Mr. Seyfarth.) Did you say anything to Sukorich about the C. I. O.?

A. I didn't say a word about that.

Q. You deny it right now?

A. I don't deny it, sir.

Mr. Seyfarth: That is all.

Trial Examiner McCarthy: It is 12 o'clock, will we finish with this witness?

Mr. Wham: I would like to ask a few questions.

Trial Examiner McCarthy: The witness wants to go back to work, I understand, so we will continue the cross-examination.

Cross-Examination.

Q. (By Mr. Wham.) Stanley, you say that in the afternoon before the meeting of the independent union which you attended there was some passes handed out throughout the plant?

A. That is right.

Q. How was that done? How were they distributed?
A. He had a bunch in his hand and he walks up to every man and hands them over.
Q. Who did that, do you know?
A. I don't know, sir, who that man is.
Q. In other words, he carried a bunch around 1020 and just handed them out?
A. Yes, give them to every man, two or three.
Q. How far did you see him go?
A. Well, he went all over the core room, and the steel floor, and he kept going around.
Q. This was during working hours?
A. Yes, sir.
Q. How long after lunch?
A. It was about 1 o'clock or 1:30, something like that.
Q. What time was lunch?
A. At 12:30.
Q. 12:30?
A. From 12 to 12:30.
Q. From 12 to 12:30.
A. A half an hour, sir.
Q. You don't know his name?
A. I don't know his name, no.
Q. Did you see him before?
A. Yes, I see him, he is a kind of a tall fellow, dark hair, he must be about six feet tall, something like that.
Q. Old or young?
A. He may be about 30, maybe 30 or 32, I don't know, something like that, maybe more than that.
Q. Was he fat or slim?
A. Just tall, not fat or skinny, just a tall fellow, 1021 about six feet tall.
Q. Have you ever seen him since?
A. He used to come down, used to take some orders down in the office over there.
Q. Was he in the office close to where you worked?
A. I don't get you, sir.
Q. What office, the one close to where you worked some place?
A. May I recite this? There was a pathway used to go through there, and I was working alongside there, and I see the fellows go in and out, see.
Q. You saw them go in and out of the office?
A. Yes, they had a door, and saw them coming in like that, see (indicating), and just about here, on my bench was where I was working. (Indicating.)

Q. Do you know what department he was from?
A. I didn't have no idea to find out about that, sir.
Q. At this meeting which you attended, you say that the speaker stated that the union was being organized to improve the conditions?
A. Yes, sir, for the workers.
Q. For the employees?
A. Yes.
Q. Not for the company?
Trial Examiner McCarthy: He said for the workers.
1022 Q. (By Mr. Wham.) And did he say anything about how the union was to be financed?
A. He said something—they had a book, I remember now, he had a book, and he read something out of that book, and I was by the door and I couldn't understand what he was talking or what he was reading.
Q. You sat in the rear?
A. Yes, near the entrance as you come in.
Trial Examiner McCarthy: The attorney wants to know where they got the money. Do you know what "finances" means?
A. No.
Q. Did the speaker ask or explain where they got the money to carry on the business of the union? Did they say anything about that?
A. No.
Q. That is what "finance" means generally?
A. I thought what he meant, when this man stood up, what kind of a speech he started to make, see.
Q. (By Mr. Wham.) All right, Stanley. You were sitting in the rear?
A. Yes.
Q. I mean, near the door?
A. Yes.
Q. How many people seemed to be there?
A. There was quite a bit.
1023 Q. Was the hall full?
A. There was some empty seats over there, the hall is pretty big.
Q. Were there very many empty seats?
A. I didn't count them, sir.
Q. Would you say that there were a few empty seats or a lot of empty seats?
A. I didn't pay attention to counting them, I saw a lot of people over there.

Q. Did you see any women there?
A. I did, sir.
Q. Were there very many of them?
A. Quite a bit of them.
Q. What part of the group would you say were women?
A. Suppose I was facing this way, the women are sitting on that side, and some women mixed up (indicating).
Q. Most of the women were sitting where?
A. On one side of the hall in the seats.
Q. Would you say that there were ten women?
A. I didn't count them, sir, I couldn't say truthfully on this.
Q. (By Trial Examiner McCarthy.) Do you know how many people were there altogether?
A. No, sir, I couldn't say.
Q. (By Mr. Wham.) You didn't stay until the
1024 meeting was over, did you?
A. No, I didn't. After they started to have some kind of a vote or something like that, some fellow stood up, you know, asked for the floor, and then they were objected to, one of them, and another one stood up, and there was some sort of a misunderstanding there. They had some sort of police there. They started out with some misunderstanding. I was just from work, I didn't even have my clothes changed and I wanted to go home, so I left that place.
Q. Were you afraid?
A. No.
Q. Nobody attempted to hold you or strike you, did they?
A. No, sir.
Q. You thought you were able to leave without difficulty?
A. I left without anybody saying anything to me.
Q. Now, you say you are a guard at the C. I. O. lodge?
A. Yes, they call it a guard or a guide, I can't get it straight.
Q. What is your position when the meeting is on?
A. I watch the doors so the people—so some kids won't go in the hall, or something like that.
Q. You don't let non-members in there, do you?
A. Well, we don't have that rule, I would not know about that.
1025 Q. What I mean is, you only let members into the meeting?
A. Well, the fellows that I know, they all come in and

some people sometimes I don't see them, if they come in, I don't stop them, but just some kids that want to come in, you know.

Q. And you let anybody into the C. I. O. meetings?

A. When it is a closed meeting it is only members that have got the button on; but when the meeting is open everybody is welcome except small children where they come around sometimes from the streets, running around.

Q. You say that you only saw Julius collecting once on company time?

A. Yes, I saw that.

Q. Do you remember when that was?

A. I couldn't remember absolutely, sir.

Q. Was it along the last of April or in the first of May or in the summer or along in September, October or November?

A. I couldn't tell you exactly, I think it was either in June—I couldn't tell it straight, because I don't know if it was true, sir.

Q. It might have been June?

A. It might have been June, yes, maybe July, I couldn't say.

Q. On November 8th Mr. Skeets told you not to collect dues. Now, under what circumstances did he mean
1026 that you were not to collect dues? Did he mean that you were not to collect dues when you were not working, when you were not even on the company's property?

A. Well, while I was working, sir, he walked up to the side where I was working and he stopped me, and he said, "Stanley," he says, "I want you to stop collecting dues either on your own time or on company property," or I mean company time or company property. I asked him, "Can't I even collect my dues on my own time after work?" He says, "No." Then I repeat, I says that the independents do it.

Q. Now, just a minute. Did you understand him to say that you could not do it out on the street after work, collect dues?

Trial Examiner McCarthy: I think the rest of the story explains clearly what happened.

The Witness: Well, he told me that I can't collect on my own time or on company property, if I did—I asked him this, I says, "The independent collects them." He says, "Not if I catch either one, either C. I. O. or independent, they will be discharged." So there was nothing else more to say.

Q. (By Mr. Wham.) Did he mean that you could not collect dues off the company property?

A. He didn't say that, he didn't say nothing about outside.

Q. Yes.

A. But as long as I didn't collect dues inside
1027 the company, when I am coming in to work on the company property.

Q. In other words, he was only referring to collecting on the company property, while you were in the factory?

Trial Examiner McCarthy: Do you understand the question?

Mr. Wham: Read the question. I will rephrase it.

Q. (By Mr. Wham.) He only meant that you could not collect dues when you were in the plant? He was not talking about when you were out of the plant?

A. Not as long as I stayed on company property.

Q. I mean, while you were on the company property, no dues?

A. No dues.

Q. But off the company property?

A. Well, if it is off the company property, he didn't say anything about that.

Trial Examiner McCarthy: Do you think the record shows now that Skeets did not say that he could not collect off the company property?

Mr. Wham: That is the impression I get.

Trial Examiner McCarthy: I was confused on that, I thought Skeets said that he could not collect dues any time, on company property or off company property or on your own time or any time.

Mr. Wham: I get the impression now that Skeets did not refer to off the property.

1028 Trial Examiner McCarthy: Skeets only referred to collecting on company time.

Mr. Wham: No, company property, that he could not—

Trial Examiner McCarthy: Something about the—

Mr. Wham: That he could not even do so during the noon hour.

The Witness: May I explain it clear, the way I have an understanding? When you come to work, all right, you get your stuff, you are just going to start to work, before he told me not to go out and collect any dues, see, before I used to start to work, before we punched our clock, I used to go out and collect dues from some of the fellows. That might be noontime, when we have our lunch, that I was

collecting, too, and then after work, after I had punched the clock out, I used to collect it, but Mr. Skeets, when he come up to me, he told me I can't do it no longer, no collecting dues around the noontime and before I come in or after work, on the company property. Now, is that a straight understanding, sir?

Mr. Wham: Yes, I think so.

Trial Examiner McCarthy: Fine.

Q. (By Mr. Wham.) Just a few more questions. This Norman Parker told you that his father was a lawyer?

A. Yes, he told me while I was working with him together.

Q. And that he was representing the Independent?

1029 A. He says that his father is a lawyer for the Independent.

Q. And being a lawyer for the Independent union he would naturally have a drag with the company?

A. I don't know about that, sir. I just told you the words that John spoke to me. Maybe he is. Maybe he is not. I don't know what he is, but he is still working there.

Q. Do you know where he lives?

A. I don't know, sir.

Mr. Wham: That is all.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: We will recess until 1:30 o'clock.

(Whereupon, a recess was taken until 1:30 o'clock P. M.)

1030 After Recess.

(Whereupon, the hearing was resumed, pursuant to recess, at 1:30 o'clock P. M.)

Trial Examiner McCarthy: Proceed.

JOSEPH NOVAK, a witness recalled by and on behalf of the National Labor Relations Board, having been previously sworn, was examined and testified as follows:

Cross-Examination.

Q. (By Mr. Price.) Joe, you testified that you worked in the crane assembly department at the time you were discharged.

A. Yes.

Q. How many men worked in that department?
A. At that time?
Q. Yes.
A. Oh, I couldn't recollect, I imagine around forty or forty-five.
Q. Do you work in one place or are you all over the department?
A. All over the department.
Q. Do your duties require you to go into any other place in the plant?
A. In the plant?
Q. Yes.
1031 A. Well, sometimes.
Q. In that department. You don't work in one spot all the time, on a bench or anything like that?
A. No.
Q. Did you sign the membership application for the C. I. O. in September, 1936?
A. No, sir.
Q. Did you ever sign a membership application in 1936?
A. No, sir.
Q. What month was it that you joined the C. I. O.?
A. That was after the Wagner Bill was constitutional, a week after that.
Q. Do you know Louis Salmons?
A. Yes.
Q. You knew him prior to the time that you were discharged?
A. Yes, sir.
Q. Did you talk to him about the C. I. O.?
A. No, sir.
Q. Did you talk to anyone in the plant about the C. I. O.?
A. No, sir.
Q. You never talked about the C. I. O. during working hours?
A. No, sir.
Q. Did you talk to him during the noon hour?
A. No, sir.
Q. Or after work?
1032 A. No, sir.
Q. And never talked to him about the C. I. O. on the company's plant?
A. No, sir, I didn't know much about it.
Q. Who is Charlie Sellars?
A. Well, he was assistant foreman.

Q. At that time?
A. At that time.
Q. Assistant—
A. Foreman, I think, I don't know what he is, supervisor or something.
Q. He is the one that told you to go into Mr. Berry's office?
A. Correct.
Q. What did you say when he told you that?
A. What does he want to see me about.
Q. And what did he say?
A. He says, "I don't know, you go in and see."
Q. That was all that you said to him?
A. Yes, that is all I said to him.
Q. Who was present in Mr. Berry's office when you went in?
A. Mr. Conroy.
Q. Just Mr. Conroy and Mr. Berry?
A. Yes, that is all, I think, as best I can recollect. I am pretty sure that was all, that was all I could say.
1033 Q. You are sure there was not anybody else there?
A. I don't know, that is all I think was there, Conroy and Mr. Berry.
Q. And what did Mr. Berry say to you?
A. He said, "Joe, I understand you are organizing and instigating a union."
Q. Is that all that he said?
A. Well, he told me to leave the place.
Q. Didn't he say that you had been spending more of your time doing other things than your duties on your job?
A. That I don't remember.
Q. You don't remember whether he said that or not?
A. Well, I couldn't say, I don't think he said that.
Q. When he said to you that you had been a union organizer and instigator of the union, did you say that you were not?
A. No, I said, "That is the first I know of it." That is the first, he was telling me about it, that I know of it, that I would be doing a thing like that.
Q. What else was said after that?
A. Then he told me to get out of the plant, so that is about all.
Q. To whom did you say, "I have been made the goat in this thing?"
A. What?

Q. To whom did you say, "I have been made the 1034 goat in this thing"?

A. Now, I recollect I probably said that to Mr. Berry when I was in there.

Q. What did you mean by that?

A. By somebody saying something or framing me on it, that is all.

Q. Who did you think did that?

A. I don't know.

Q. Didn't you say, "I have been made the goat," or "They have made a goat out of me?"

A. That I couldn't tell you.

Q. Now, following your discharge how long was it before you were in touch with Louis Salmons?

A. About two or three weeks.

Q. Did you call him?

A. That I don't know, whether I called him or he called me.

Q. Do you know whether he got hold of you or you got hold of him?

A. I don't know.

Q. You know whether you got hold of his telephone number, don't you?

A. Whether I looked it up, I don't just clearly remember, whether he called me or I called him.

Q. How did you find out that he was fired?

A. Somebody out on the street told me, who, I 1035 don't remember.

Q. Do you mean you went back in the plant?

A. No, I didn't go back in the plant.

Q. You don't know whether you called him in the first place?

A. No.

Q. Why did you get in touch with Salmons if you were not a member of the C. I. O.?

A. What?

Q. Why did you get in touch with Salmons if you were not a member of the C. I. O.?

A. Well, I just—I was not a member of the C. I. O.

Q. Yes.

A. He called me up, I was speaking to him at that time.

Q. That is what I asked you before, did you call him or did he call you?

A. That is something I don't know, that is, how the conversation started, whether I called him or he called me, now that you are asking.

Q. After you started talking on the telephone, what did Salmons say?

A. Well, he said, "I hear you are not working, too." I said, "I hear the same thing about you."

A. And then what did he say to you?

A. I told him I think I was going down to the Labor Board.

1036 Q. You told him that?

A. Yes.

Q. He didn't say you had better go down to the Labor Board?

A. No, he didn't say that, no.

Q. Was that all there was to the conversation?

A. Yes, sir.

Q. Did you make an appointment with him to go down to the Labor Board?

A. No, I went the first time myself.

Q. Was he with you?

A. No, he was not with me.

Q. After that telephone conversation?

A. Yes, I saw a party by the name of Mr. Disser.

Q. Was Salmons with you?

A. No, sir, not at that time.

Q. What did you tell Mr. Disser?

A. How I was fired, how I got fired.

Q. Just tell me what you said to him.

A. Well, I told Mr. Disser that I was called in and I was fired, told to get out of the plant. I told him I was not doing no organizing or no instigating, and I was fired.

Q. What did Mr. Disser say? This is the first time?

A. Yes. He says, "Well, I will have to see what I can do for you."

Q. Is that all?

1037 A. That is all.

Q. Was anyone else present in Disser's office?

A. No, just Disser and myself.

Q. Just Disser and you?

A. Yes.

Q. Now, you went back the second time?

A. Yes, sir.

Q. Who was with you at that time?

A. Salmons was in there at that time.

Q. Was he down there or did he go with you?

A. He was in there, and I met him there.

Q. What time was that?

A. I couldn't say, in the morning, I think.

Q. Whatmonth?
A. That I couldn't remember.
Q. Was it in the fall?
A. Well, let me see when I was fired, well, about a month after, somewhere in that, after I was fired.
Q. Let's go back just a minute. You talked to Salmons about two or three weeks after you were fired?
A. Yes, sir.
Q. How long after you talked to Salmons did you go down to the Labor Board?
A. About three week.
Q. After you talked to Salmons?
1038 A. No, the first time I talked to Salmons I went down to the Labor Board.
Q. The next day?
A. Yes.
Q. And after that you went down the second time?
A. After that?
Q. Yes.
A. Probably three weeks elapsed, more than that, maybe.
Q. You met Salmons down there?
A. Yes, sir.
Q. Did he go in with you to see Disser?
A. Yes, sir.
Q. At the same time?
A. Yes, sir.
Q. Anyone else present?
A. No.
Q. What did you say to Mr. Disser at that time?
A. Well, I asked him when I could get back to work, and whether he is doing anything about it.
Q. What did he say?
A. Well, he is, and that is about all that I can remember.
Q. Did he say anything about any negotiations with the company?
A. Well, I think he did say something about that.
Q. What did he say?
1039 A. That I couldn't remember.
Q. You don't remember what he said?
A. No, that I can't remember. All I remember is—
Q. Go ahead.
A. All I know is that he says, "Well, I can't do nothing for you now yet, see."
Trial Examiner McCarthy: Keep your voice up, please.

A. All I know is that he said, "I can't do nothing for you now yet." So that is all I can remember.

Q. (By Mr. Price.) What do you think he meant by that?

A. By telling me that?

Q. That he couldn't do anything for you now.

A. Well, I asked him to try to put me back to work, and I suppose—I don't know what he done about it, but he says, "Not yet."

Q. He says, "Not yet?"

A. Yes.

Q. That is all there was to that conversation?

A. That is all I remember.

Q. Did Mr. Salmons say anything about that situation?

A. No, he didn't.

Q. He didn't enter into the conversation at all?

A. No.

Q. How long after that did you go back the third time to see Mr. Disser?

1040 A. Oh, probably another month afterwards, something like that.

Q. That was about a month?

A. Yes.

Q. Is that the last time you talked to Mr. Disser?

A. I think it was.

Q. Who was with you?

A. I think I was down there myself.

Q. When you went in to see Mr. Disser was there anyone with him?

A. No.

Q. Was that in January, 1937?

A. January?

Q. Yes.

A. I think that is about right.

Q. What did Mr. Disser say to you?

A. Well, when I come up to see Mr. Disser he told me—I asked him, and he says, "Well, if you want to, you can go down and just ask for your job back, I can't do nothing for you."

Trial Examiner McCarthy: Keep your voice up, please.

A. He said, "If you want to go down there and ask for your job, why, go ahead and ask for your job back, that is all we can do for you."

Q. (By Mr. Price.) Did he mention any negotia-

1041 tions with the company?

A. Well, no, he didn't mention anything, I didn't go into it.

Q. You didn't ask him about it?

A. No, I didn't ask him what he was doing or anything. All I asked him is what he done about it, and he told me what he done, that I should go back there and ask for that job back.

Q. He said he had been in touch with the company about your case?

A. Yes.

Q. He said there was not anything that he could do?

A. That was all he says.

Q. The only thing for you to do was to go back and ask for your job back?

A. That is right.

Q. Then you went back to Mr. Berry and asked for your job back?

A. I did.

Q. What did Mr. Berry say to you?

A. Well, Mr. Berry asked me, "Why do you want your job back?" I told him I had worked there a long time and I would like to have my job back.

Q. Then what did he say?

A. He said, "Well, I don't want to take a fellow back that is organizing and instigating a union around this
1042 ouldn't want him to be working here."
e say that he would take you back on con-
dit uld pay attention to your job and would
not organize ompany premises and during working hours?

A. Well, he told me that he would—

Q. Just answer my question. Did he say that?

Trial Examiner McCarthy: Read the question.

(Question read as above recorded.)

A. Yes, he said that.

Q. (By Mr. Price.) Did he say anything about what you are doing outside the plant?

A. Yes, he did.

Q. What did he say?

A. Well, about that he said that he didn't want anybody organizing—to work here that is organizing, and a fellow that would stand on the corners when he gets through work, stand on the corners and solicit membership for any kind of a union.

Q. He was talking about the outside of the plant?

A. Absolutely, he was talking about outside, street cars, and outside, he didn't just say inside.

Q. Did he say anything to you about your activities at that time?

A. Well, Mr. Berry says that I must have been active or he wouldn't have fired me. I was not active, I
1043 know, because I didn't have anything to do with it.

Q. Who was present during that conversation?

A. Well, the first time I don't remember—I don't think anybody but Mr. Berry and myself.

Q. This was when you went back to ask for your job?

A. Yes.

Q. No one else was present?

A. The first time.

Q. The first time. Then you left and came back?

A. Correct.

Q. How much later?

A. And then Mr. Conroy was there.

Q. What did you tell Mr. Berry?

A. Well, I thought it over, and I would like to come back to work.

Q. Did Mr. Berry at that time say anything about taking you back on condition that you pay attention to your job and would not organize on company premises and during working hours?

A. Well, Mr. Berry at that time asked me—he said, "Well,"—when I says that I would like to come back on them conditions that he was speaking about, he said, "What conditions?" and I says, we were talking about them conditions, that I wouldn't organize, and especially, I says, I was not doing it in the first place.

1044 Q. Did he say on company premises and during working hours?

A. Yes, he said that.

Q. Who is Joseph Jeske?

A. Well, he works in the department just like I do.

Q. He is just a worker out there?

A. He is just a worker out there, yes.

Q. How many times did you talk to Jeske about the independent union?

A. When? After I came back?

Q. Yes.

A. Well, it must have been then.

Q. It must have been?

A. Yes, right after the—I don't remember the day, but I remember the Wagner Bill passing, and I was very interested at that time, and that is the time that he come

along with a sheet of paper, and that is when he was asked to join the company union, right in my presence.

Q. And that is the only time you ever talked to him about it?

A. That is the only time that he talked to me about it, I never talked to him about it.

Q. Where were you at that time?

A. I was inside of the crane, outside of the plant.

Q. (By Trial Examiner McCarthy.) Inside of the crane, outside of the shop?

1045 A. Inside of the crane, outside of the shop, yes, sir, in the yard.

Q. (By Mr. Price.) You were out in the yard?

A. Out in the yard, inside of a crane.

Q. How many others were present?

A. Well, there was a welder there, a welder and myself, who was working with me.

Q. Just the three of you?

A. The three of us.

Q. No foreman was present?

A. No, sir.

Q. Did you sign?

A. Yes, sir, I signed.

Q. (By Trial Examiner McCarthy.) You signed—

Q. (By Mr. Price.) The independent union?

A. Yes.

Q. (By Mr. Wham.) You say you did?

A. At the time he didn't say independent union, he says company union and I just signed it.

Q. (By Mr. Price.) He said company union, not independent?

A. That is it.

Q. And what was the paper that you signed, do you know?

A. No, I didn't read it, I didn't care to.

Q. Were there any names on it?

A. There were some names there, yes.

1046 Q. Any printing on it?

A. Not that I know of, I didn't notice any printing on it, no, sir.

Q. What was at the top of it?

A. I don't know, I didn't read it.

Q. You just signed your name to a piece of paper?

A. I just signed my name to a piece of paper is right.

Q. Is that before or after you joined the C. I. O.?

A. That was way before I joined the C. I. O.

Q. Way before, how long?
A. A couple of— I would say about a week before.
Q. A week?
A. Yes.
Q. Was that day on which Jeske came up to you the only day on which you saw him going around the plant?
A. I saw him the day after going around with the same paper, I think.
Q. In what department?
A. In our department, D.K.
Q. Did you say it was April 21st when Olson came to you in the crane?
A. Well, before I couldn't say whether it was April 21st. What date did the Wagner Bill pass? It was right after that.
Q. (By Trial Examiner McCarthy.) Passed or declared constitutional?
1047 A. Declared constitutional by the Supreme Court.
Trial Examiner McCarthy: April 12th.
A. The 12th, well, that was the day after.
Q. (By Mr. Price.) It was the 13th?
A. It was a day or two days, I don't remember just which.
Q. The 13th or 14th then?
A. Yes.
Q. And the next day you saw Olson going around the plant?
A. That is it.
Q. He had this paper in his hand?
A. Correct.
Q. To whom did he talk?
A. Well, as far as I could see he was talking—well, he would go from one fellow to another.
Q. Where were you?
A. I was working around the crane there.
Q. Did you overhear any of the conversation?
A. No, I didn't overhear none of the conversation.
Q. You don't know what he was saying?
A. No, sir, all I know he was walking around with the paper.
Q. Are you sure it was the same paper?
A. I don't know if the names were on it or not, the same one I signed.
Q. How long after that was it that you saw Ed Jamison? Just a minute, I want to go back. When
1048 you saw Jamison going around the next day after he came to you, was the foreman present?

A. Well, not the foreman but the assistant foreman, he was around some, he saw him the same day that I did. I imagine he did because he was out on the floor.

Q. Now, when did you see Ed Jamison going around with these cards?

A. It was probably two weeks after, or three weeks after that.

Q. To whom did he talk?

A. Well, I saw him standing by and talking to somebody.

Q. Where?

A. In D. K. department.

Q. Do you know what he said?

A. No, certainly not, I was not close enough to hear what he said.

Q. Who is Ed Jamison?

A. He works on the floor just like I do.

Q. He is just a worker?

A. He is just a worker.

Q. Not a foreman?

A. Not a foreman.

Q. Between the time you were discharged and the time you went back to work in January you worked for the Globe Manufacturing Company, is that correct?

1049 A. Yes, sir.

Q. Where is that located?

A. I would say about 912—let me see, West 33rd, I think, but I may be wrong in that, I don't know.

Q. Did you promise Berry that you would not join the union?

A. Correct.

Q. You made that specific promise, did you?

A. I made that promise to Mr. Berry, yes, sir.

Q. How did you say that?

A. That I would not join no union.

Q. Did you also promise that you would not engag in union activity?

A. That is true.

Trial Examiner McCarthy: Didn't one contradict the other?

Mr. Price: No.

The Witness: No.

Q. (By Mr. Price.) You would not say that one of the conditions were that you would not organize on company time?

A. Well, all I say, I made my promise just like I told you, not to organize a union.

Q. Were you ever a fireman for the City of Chicago?

A. Yes, I was, for the Board of Education.

Q. For the Board of Education?

A. Yes.

1050 Q. And also a clarinet player?

A. Clarinet, saxophone and drum.

Trial Examiner McCarthy: I think that has been covered very fully.

Mr. Price: That is all.

Mr. Reynolds: That is all.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Reynolds: At this time I wish to renew my motion to amend my complaint to conform to the proof by the substitution of this typewritten sheet for paragraph seven and paragraph eight of the complaint, an amendment to those paragraphs, and also in one or two other minor particulars.

Mr. Seyfarth: Regarding this first amendment, if it pleases the Examiner, the respondent objects, because at the time the proof went in on the subject of the amendment it had no knowledge and was unable to prepare to meet the amendment, and it is not timely, and our right to cross examine the witnesses has been curtailed.

Trial Examiner McCarthy: Curtailed by what?

Mr. Seyfarth: By this amendment at this particular time. We didn't know of it at the time that the witnesses were cross examined.

Trial Examiner McCarthy: The motion to amend
1051 will be granted and the typewritten substitution may be inserted on the understanding that it is an amendment to conform to the proofs.

Mr. Seyfarth: Have you a copy of that?

Mr. Reynolds: I gave you that yesterday.

Mr. Seyfarth: It is the same copy?

Mr. Reynolds: It is the same copy. I also move to amend the complaint to conform to the proof in the following particulars. The spelling of the name Mike Korbel is apparently incorrect in the complaint. It should be "Korbel" wherever it appears. I think it appears on page 3 of the complaint. It appears on page 3 of the complaint in two different places in paragraph six.

Trial Examiner McCarthy: The motion will be granted.

Mr. Reynolds: And it also appears on page 4 in paragraph ten.

Mr. Seyfarth: I have no objection to that amendment.

Mr. Reynolds: I think that covers all the specific errors that I have discovered.

I will offer in evidence two exhibits which I have not offered before, Board's Exhibit 5, being the constitution and by-laws of the Link Belt Company's Employees Board, and Board's Exhibit 6, being the minutes of some of their meetings, and Board's Exhibit 18-A, entitled "Questions and Answers Concerning the Wagner Act" prepared
1052 by counsel for the National Metal Trades Association.

Trial Examiner McCarthy: They may be received.

(The documents heretofore marked "BOARD'S EXHIBIT NO. 5," "BOARD'S EXHIBIT NO. 6" and "BOARD'S EXHIBIT NO. 18-A," for identification, were received in evidence.)

Mr. Seyfarth: The Board is now finished with its case?

Mr. Reynolds: The Board now rests.

Mr. Seyfarth: And that is all the Board has to offer?

Mr. Reynolds: That is all I have to offer.

Mr. Seyfarth: I have some motions to make.

Trial Examiner McCarthy: You will be heard. Will you please state them.

Mr. Seyfarth: Yes. I move to dismiss the complaint as a whole on the grounds that the Board has failed to establish the allegations in the complaint. The Board witnesses have affirmatively proved the respondent's defense and disproved the allegations in the complaint. Does the Examiner want to rule on that?

Trial Examiner McCarthy: Reserve decision.

Mr. Seyfarth: My second motion is that I move to dismiss each paragraph of the complaint which relates to alleged violations of the Act on the ground that the Board has not established affirmatively the allegations in the complaint.

Trial Examiner McCarthy: Isn't that the same as
1053 the first one?

Mr. Seyfarth: It goes to each individual paragraph.

Trial Examiner McCarthy: The motion to dismiss generally will cover it all.

Mr. Seyfarth: With the understanding that we have made a motion as to each individual paragraph.

Trial Examiner McCarthy: Yes, yes.

Mr. Seyfarth: I move the Board to strike the testimony of Pete Solinko, Frank Solinko, Frank Lackhouse, Fred

Johnson, Donald Sullivan, Edward White, and John Tomas, on the grounds that the testimony given by each and every of said witnesses is immaterial and irrelevant, and is not connected to any violation of the Act by the respondent, or anything upon which a reasonable inference of a violation could be based.

I move that the testimony of Alex Kachka and Nels Carls Sorenson be stricken on the ground that each of said witnesses is immaterial and irrelevant, and is not connected up to show any violation of the Act by the respondent, or anything upon which a reasonable inference of a violation could be based.

I move that the testimony of Nick Cumerich and Paul Bozurich be stricken on the grounds that it is immaterial, irrelevant—

Trial Examiner McCarthy: On the same grounds.

1054 Mr. Seyfarth: And on the additional ground that there is no showing that the witnesses were discharged for union activities.

I move that the testimony of Frank Lackhouse and Mike Korbel, Harry Johnson, Joe Thomas, John Kalamarie, Dominick Pronsktes and Stanley Balcauski be stricken, and the testimony of each individual witness named be stricken on the ground that it is immaterial and irrelevant and not connected up to show any violation of the act by the respondent or anything upon which a reasonable inference of a violation could be based; and the testimony wholly failed to disclose any discharge for union activity.

I move to strike the testimony of O. R. Abbott and the witness James Cousland on the grounds that it is immaterial and irrelevant, and there is nothing in the testimony of either of the two witnesses Abbott or Cousland which had anything to do with the union activity on the part of the Link Belt Company.

I further move that the complaint as a whole be dismissed and each and every paragraph be dismissed.

Trial Examiner McCarthy: Isn't that your first motion?

Mr. Seyfarth: This is an additional assignment, Mr. Examiner, on the ground that neither the matters set forth in the complaint nor the proof in respect thereof affect commerce or burden or obstruct commerce or the free

1055 flow of commerce or have led or tend to lead to a labor dispute concerning commerce or obstructing commerce or the free flow thereof within the meaning of the National Labor Relations Act.

I move to dismiss the complaint and each and every paragraph thereof for the reason that during the conduct of the trial the respondent's right to cross-examine witnesses has been denied, hampered, interfered with and obstructed by the Trial Examiner. That is all.

Trial Examiner McCarthy: Reserve decision. You may proceed.

Mr. Wham: Mr. Linde, will you take the stand?

GEORGE F. LINDE, called as a witness by and on behalf of the intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?
A. George F. Linde.
Q. Where do you live?
A. 7603 South Park.
Q. Chicago, Illinois?
A. Chicago, Illinois.
Q. And where do you work?
A. I work for the Link Belt Company at the 39th Street plant, 39th and Princeton.
1056 Q. How long have you worked there, Mr. Linde?
A. Upwards of sixteen years.
Q. What work have you done there?
A. I have been for some years there an arc welder. Previous to that I was a general hand, fitting in wherever there was an opening needed there. I was an assembler for a short time, and when they got the welding machines in I started on that.

Q. Now, in just a very few words, tell us about labor conditions, labor discussions, and so forth, union discussions, from about 1936 down to April, 1937.

A. Well, in the early part of 1936 and a year or so before that I had been working by myself practically, with the exception of a crane man, and at short intervals some other man that was working alongside of me on work that was too large to put up in the cramped position of the south shop, which they moved across the street into what we are pleased to call the north shop, where that could be easily handled. While over there there were men that were going through the plant regularly, inspection men, what have you, on business of some kind, and I flattered

myself that I was friendly with practically every one of them—

Q. Make this as brief as you can.

A. We were friendly and we talked, that is as short as you want. We talked of this and that, and we noticed
1057 a growing dissension and fear and unrest that was developing practically all through the plant.

Q. Go ahead.

A. And in this talk and discussion one of the chief talkers and friends that would stop and talk at times with me was Louis Salmons. He would come through there and as he was passing he would stop and inspect my machine, to see if it was in working order, and while standing there we would start to talk about labor and the things that was in the public eye, in the working man's eye, everybody else's eye, just for a couple or three minutes at a time.

Q. Go ahead, but make it very brief though.

A. Well, the upshot of it was in our discussion we branched off like the Y of a road, he would pull toward an outside influence governing us, and I pulled toward a group of men governing ourselves.

Q. Did you have a union in that plant at that time?

A. None whatsoever.

Q. What about this Board or whatever they call it?

A. That was the Employees Representation Board which was composed of men elected by the different departments. They were voted, nominated and voted on by secret ballot once a year, alternately every six months, one-half one six months and the other half the next six months.

Q. What did they call it?

1058 A. That was the Link Belt Board, or something.

Q. A plan of employee representation?

A. Yes, sir.

Q. Did you ever hear of the name N. R. A. Union?

A. The shop name for that, just the shop name, was the N. R. A. Union.

Q. Were you connected with that union?

A. In no way whatsoever.

Q. Now, coming down a little closer now, Mr. Linde, did any other union commence to organize there?

A. I left in July of 1936, my wife was sick, or had had several operations, and the doctor advised me to take her out of the vicinity for a while. I think it was about ten

or twelve weeks. I know it was after Labor Day when I came back. I had been in Oregon.

Q. (By Trial Examiner McCarthy.) September of what year?

A. 1936, and as to that period of time I can't vouch for it, but when I came back, the unrest and uncertainty, and the grapevine, as we called it at the shop, had grown in intensity very, very much, and there were rumors of this and rumors of that, and the fellows were just in a turmoil in their own minds.

Q. (By Mr. Wham.) Just make it as brief as you can.

A. What kind of turmoil they were in?

Q. Yes, what were they talking about?

1059 A. That they didn't want to be deprived of the right of governing themselves which they had in a large measure for years before that.

Q. Was some union being organized?

A. There was when I came back, just rumors of it when I came back. That is about the time, around that—

Mr. Reynolds: I object, not responsive.

Trial Examiner McCarthy: Read the question.

(Question read as above recorded.)

Q. (By Mr. Wham.) And if so, what?

Trial Examiner McCarthy: You may answer.

A. This talk all developed while I was gone, and it seemed to have come to a head there. They were talking of the C. I. O., so-called, at that time, which was a committee, I believe.

Q. (By Mr. Wham.) That is right.

A. The Steel Workers' Organizing Committee, I think it was called that had the absolute charge of it.

Q. Did you see any organizing work being done?

A. Well, I was approached indirectly as to how my feelings were towards it, and I assured Mr. Louis I still thought that a group of men themselves was a lot better off, that I couldn't see my way clear to go his way, so after that Louis went his way and I went mine.

Q. Was there any particular thing that you were

1060 waiting on at that time?

A. At that time and in the succeeding months thereto there were several cases that were coming up for trial, among them the Jones-Laughlin case—

Q. That is, in the Supreme Court of the United States?

A. Yes, that was in the Supreme Court. In fact, the whole country, as we are well aware, were anxiously awaiting a decision on that; and a group of my particular

friends, and undoubtedly others in other groups and shops all over the country, they were watching that with one thought in mind of taking action later on if such a turn of events would come that it would be necessary; and about the time that this progressed, we were getting along just among ourselves, we were talking here, talking there, and I don't doubt but that people were talking other places.

Q. All right, what did you talk about?

A. Well, we talked about the advisability of organizing our own little branch union and trying to keep the whole membership of the whole Link Belt Company in with us so that we could govern ourselves, so that we would not be burdened by any outside influences.

Q. Directing your attention to the date of April 12, 1937, what if anything happened that day?

A. We were working in the shop. I was in the south shops at the time, I had been moved in the meantime.
1061 They had a south shop and a north shop, and I was back in the south shop. I think it was about 12:30 or 1 o'clock at least when the first editions of the papers were delivered in the front office, and someone came to the office and said that the Act was legal, had been declared constitutional.

Q. That is, the Wagner Act?

A. The Wagner Act had been declared constitutional, and a group of us were dismayed, I am frank to admit, or we thought there was nothing for us to do.

Q. (By Trial Examiner McCarthy.) Why were you dismayed?

A. I will tell you, we had banked our hopes that it would be declared illegal, and immediately the labor unrest and trouble would have stopped, and our company would proceed and all the other companies would proceed to enjoy the prosperity which we thought was coming at that time.

Q. (By Mr. Wham): Go ahead. Don't continue along that line. What did you do?

A. Hubert Brucks, who worked along with me, John Litster and Art Rosenbaum, we got together and decided to go out and have a few drinks after work.

Q. How do you spell Litster?

A. L-i-t-s-t-e-r. After work we washed up and went out and had a few more drinks and talked the matter over. All this time, that was the night of the 12th—

Q. Before you had more drinks you had to have some?

1062 A. That is what we started with, and we decided—

Q. All right, go ahead.

A. We talked it over and we decided it was worth trying. We felt assured that the sentiment in the shop was strong enough to warrant making the effort. We were confident in our own minds—

Mr. Reynolds: If the Examiner pleases, I think we should know what effort he is talking about.

Q. (By Mr. Wham.) Just confine yourself to exactly what you did. What did you do?

A. We decided among the four of us that we would talk to an attorney and go out and try to organize an independent union which was free from all entanglements all the way around.

Q. Then what did you do?

A. Well, we decided—

Q. Did you have any knowledge of any independent unions at that time?

A. We had been reading during this time of several unions, one principally, which was possibly the biggest independent union in the papers at that time, the S.E.I.L.O., the Steel Employees Independent Labor Organization. I think it was in the Carnegie Illinois Steel Company plant at South Chicago, and we had noted several men's names who were in it, and had several friends out in the dis-

1063 trict, and I went out and talked it over with them. We got, I don't know how you would like to have it explained, a paper—

Q. An application?

A. An application, to see how many felt the same way that we did toward the organization of an independent group. We got that written up.

Q. Where did you draw it up?

A. That was drawn up that night after Litster and Rosenbaum went home.

Q. Who do you mean?

A. Brucks, I went out to his house. We worded it to the best of our ability so it would be as clear as possible.

Q. Then what did you do?

A. We got busy and figured out where we were going to make our next move.

Q. Did you have copies made of this?

A. We did, the next day, and during the course of the

next day we interviewed—oh, in the morning, we caught them in the yard and asked them different times if they would please go along with us. The fellows that were asked, most of them were more than pleased to go along, and they agreed to sponsor these lists; when we had a heading printed, they would take care of them, in other words.

Q. You say they were printed?

A. No, we had this mimeograph—it is not a mim-
1064 eograph, it is some other name, we call it a mimeo-graph.

Q. When did you get them?

A. That was done Tuesday night and Wednesday morning.

Q. (By Trial Examiner McCarthy.) What day?

A. The 13th.

Q. (By Mr. Wham.) The 13th?

A. The 13th. Monday was the 12th, Tuesday was the 13th.

Q. Then what did you do?

A. Well, we spread them out among these fellows whom we had selected and told them to go to work.

Q. On the 14th, you mean?

A. The 14th, which was Wednesday.

Q. Yes.

A. Wednesday, Thursday and Friday the men were busy every minute that they could in one way or another to get these signed.

Q. Well, with what success?

A. We considered for the short time that we had, a phenomenal success.

Q. At what time of the day were they circulated?

A. These were handed out before 8 o'clock and the men were told to get signatures. That is all they were told, to get signatures.

Q. What I am getting at is with reference to the work-
ing hours, were the names signed up during the work-
1065 ing hours, or noon or before work or after work, or when?

A. A few of them were signed during the working hours, I am not denying that, but the great majority of them were signed at noon, in the morning and the evening, because the fellows would come around our benches as we were working and say, "Who has got that list, I want to sign it, who has got this list?" It was so big a feature that

they were all anxious to get on the bandwagon and do something. That was the general attitude.

Q. By Friday night how many did you have?

A. We had around 760 signatures.

Q. Then what did you do?

A. Well, Brucks and I decided that we had enough. In fact, every night we would stay after work. On our way out we would go and talk on our way home, he lived in the same neighborhood as I did, only a little further; and we decided that we had enough who believed as we did and were conscientious in it, in signing, which authorized us to go ahead.

Q. Had you talked to any of the employees when you took their signatures?

A. Some of them I have.

Q. All right, go ahead.

A. I would not like about it one way or the other, because I think they did, because I did it.

1066 Q. I understand, go ahead.

A. There were several fellows who said, "Just what is the idea?" I said, "Well, if you don't know, if you haven't heard enough, it is time you did," because that was the talk in the whole plant.

Q. You said that you felt that you were authorized by the sentiment of the men to go ahead?

A. Yes.

Q. What do you base that on?

A. By the number of signatures that were turned in from night to night, as the fellows came and reported to us that they had so many, and so many more, and so many more.

Q. What did you do after Friday?

A. Well, Friday night we decided that we had enough, but I didn't know what to do, so Brucks and I talked, and I said, "I will tell you, I have seen a lawyer's name, I have seen his name, what do you say if we go down and put him on the stem?" So we decided—

Q. (By Trial Examiner McCarthy.) What do you mean, putting him on the stem?

A. Without any money. We didn't have much money, and lawyers come high, the same as real estate. We were scared to death to get him almost, for fear that he would state such large charges for us. So we went down on the matter of counsel on how to proceed, if we could,

1067 without having to spend much money, to see if we

could contact a lawyer to help us. The lawyer happened to be Mr. Wham, and on Saturday morning—

Q. (By Mr. Wham.) Did you telephone him first?

A. Yes, I telephoned for an appointment and asked if he would be in. He said yes, he would be pleased to see us. He wanted me to tell him what I wanted, but I said I would rather not tell him over the telephone.

Q. All right, go ahead.

A. He says, "Come down, you know where my office is; you called me." I said, "O. K." so we made an appointment for 9:30 Saturday morning. We went down and stated our case. He said, "How much money have you got?" I said, "Damn little, we just came down for advice, if you will give it for a reasonable sum we feel that we can proceed on it."

He said, "Well, I have formed several organizations, and I have helped in such matters, why not, let me draw you up a bill of particulars all the way through." I said, "We haven't got any money to hire a lawyer, we just came down for advice." He said, "You haven't got any money?" I said, "No, sir." "Well," he said, "would you retain me if I was willing to take you on your face?" I said, "That is a god-send." So we proceeded to talk things over, and he asked me all the procedures which we had taken up to that time. We said that we were fully confident that we had the great majority, and I think I said to him we
1068 had about 78 to 80 per cent of the shop signed up on this. He asked for a copy of it, and I happened to have a copy in my pocket.

Q. (By Trial Examiner McCarthy.) You mean of the application?

A. Yes, and he looked it over, and he didn't say yes or no about it. He said, "Have you got the names that were signed to it?" And I said yes, and we got to talking—

Q. (By Mr. Wham.) What was done then?

A. Well, during the course of our talk he asked what we had done, how it was done, how we had done it, how it was all done; so we got around to where we drew up together from his records that he had of these previous organizations which he had organized, either organized or assisted a constitution. So we drew up a part of the constitution, and he wrote it up, and he said, "It is practically the same as the other constitutions I have drawn up."

Mr. Wham: I will ask to have this marked Intervener's Exhibit 1 for identification.

(Thereupon the document above referred to was marked as Intervener's Exhibit No. 1, for identification.)

Q. (By Mr. Wham.) I show you a document marked Intervener's Exhibit No. 1 for identification and ask you if that is a copy of what you are talking about? This, I may say, is the same as Board's Exhibit 1—are those
1069 exhibits here some place (document handed to counsel)—Board's Exhibit 16?

A. Yes, that is a copy of the constitution which you drew up in your office that morning, among other things.

Q. Now, directing your attention to page 5, the third page, where it mentions the 39th Street plant and committeemen and delegates, state how this happened to be placed in the constitution.

A. On that authority when Brucks and I were down at the office of the attorney we had no committeemen whatsoever, it was just a two-man affair, as far as it had gone at that stage.

Q. You mentioned some others?

A. What?

Q. You had mentioned Litster and Rosenbaum.

A. That I knew about down at your office.

Q. Just two of you were present?

A. Just two of us were present, and it was decided that we would get a bunch of boys together. This was probably in the afternoon on Saturday, about 2 o'clock, when nobody is home, and we figured on a committee of around fifteen, twelve or fifteen, but all that we could find was these seven which are mentioned here.

Q. And when did you find them and where?

A. Well, we finally got the seven together on a Sunday afternoon by telephoning. I called one man, for in-
1070 stance, and told him to go over and tell the other man, and called a meeting.

Q. Then what did you do?

A. Well, we met with the others that Sunday afternoon, and told them what the committee, as we were pleased to call ourselves, had done so far, and it was O.K.'d and ratified; and we took it upon ourselves that those present should be designated as the committeemen of the 39th Street plant to further the propagation of this independent organization.

Q. What was the reason for this action, that is, of the Organizing Committee placing their names in the constitution?

A. So that we would have a head. You have to have a

head to anything. It was to show that these men were fully cognizant of what had been done.

Q. Were you getting ready to do something?

A. Yes, they were getting ready to go out and call a meeting, and a certain number of things were to be done.

Q. And to approach the company?

A. Yes, sir, Linde, Froling, and Litster were delegates.

Q. (By Trial Examiner McCarthy.) You are Linde, aren't you?

A. Yes. They were delegated to approach the company and present this list of which we had been talking since the week before.

Q. (By Mr. Wham.) In order to approach the company you felt you had to have some designated officials for that purpose?

1071 A. Absolutely.

Q. Following that meeting on Sunday, what did you do?

A. I don't know what the rest of them done, but some of us got together and talked over just how we were going to go ahead and what we thought of things.

Q. Did you receive a document from me?

A. Yes, sir. That was on Monday that I received that from you.

Q. All right, and on the following day, which was Monday, wasn't it—

A. Yes.

Q. That would be April 20th, wouldn't it?

A. The 19th.

Q. Was the 19th on a Monday?

A. The 12th is Monday, so the 19th must be.

Q. That is right. I will ask the reporter to mark the document as Intervener's Exhibit 2 for identification.

(Thereupon the document above referred to was marked as Intervener's Exhibit No. 2, for identification.)

Q. (By Mr. Wham.) I will ask you if you have ever seen that before. (Handing document to the witness.)

A. Yes, this is the agreement which Mr. Wham drew up at that Saturday meeting along with the constitution and the other things, which we presented on a Monday

1072 to the company by the designated men, who were to be designated at the meeting of the group on the Sunday afternoon intervening.

Q. Is this in exactly the same form as the first draft submitted to the company?

A. Yes, sir—no, that is not, there were one or two small changes in the wording of it.

Q. Who suggested those?

A. Well, the committee didn't think it read just right. I can't remember the gist of it right now, but it was substantially the thing that you sent out.

Q. When you submitted it to the company did they agree to it at once?

A. No, Mr. Berry stated that he had not been given authority to act as the company's labor representative, and that he would have to get in touch with the officials of the company, the corporation, and either he, if designated, or someone else, would have to give that authority.

Q. Was there any suggestion for changes from the company? Do you recall that you submitted a second draft on the following day?

A. Yes, I was just trying to scratch my head and see what the change was. That is why I hesitated.

Q. Aside from what the change was, do you recall the second draft?

A. Yes, sir.

1073 Q. And that was handed to them on Tuesday, is that right?

A. Yes, sir.

Q. And then what happened to the document?

A. Well, on a Wednesday morning, I believe it was, the 21st, Mr. Berry called us into his office and read the authorization from Mr. Kauffmann, that he had been authorized to act as the bargaining agent of the company with the union, and asked for an inspection of the cards, of the proof that we exhibited.

Q. Did he sign this?

A. Yes, sir.

Trial Examiner McCarthy: Referring to Intervener's Exhibit 2?

Mr. Wham: Yes.

The Witness: Yes.

Q. (By Mr. Wham.) And that is your signature, is it?

A. No, that is John Litster's.

Q. John Litster's?

A. That is John Litster's signature, he was the chairman of the committee.

Q. That is Mr. Berry's signature?

A. Yes, sir.

Mr. Wham: I would like at this time to offer Intervener's Exhibits 1 and 2 for identification in evidence.

Trial Examiner McCarthy: They will be received.
1074 Mr. Reynolds: I will object on the ground that Intervener's Exhibit 1 is already in the record. I don't see the purpose of putting it in again.

Trial Examiner McCarthy: Will that be convenient? It will be more convenient to the Board and keep from cluttering the record up. We will refer to it—

Mr. Wham: I would just—

Trial Examiner McCarthy: We will refer to it as Board-Intervener's Exhibit 16.

Mr. Wham: That will be all right.

Mr. Reynolds: I have no objection to No. 2.

Trial Examiner McCarthy: That will be Intervene's Exhibit No. 1.

Mr. Wham: I would like to move to substitute a copy.

Trial Examiner McCarthy: Yes.

Mr. Wham: This is our original agreement.

Trial Examiner McCarthy: Yes.

Mr. Wham: I might state for the record that the number is to be changed on the second one.

Trial Examiner McCarthy: Yes.

Mr. Wham: Intervener's Exhibit 2 for identification is to be admitted as Intervener's Exhibit No. 1.

Trial Examiner McCarthy: Yes.

(The document heretofore marked "INTERVENER'S EXHIBIT NO. 1," for identification, was received
1075 in evidence.)

Trial Examiner McCarthy: We will recess for five minutes.

(Whereupon a brief recess was taken.)

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Wham.) Now, Mr. Linde, you said a minute ago that you were sorry the Wagner Act was upheld. What was your attitude toward the N. R. A. Union?

A. Well, personally it did not do us as much good as I thought it should do, and I thought if we could eventually get it entirely into the hands of the men and the men only, who would make their own decisions and then present them to the company, rather than the company in any way, shape or form forming the opinions in any way, shape or form, the men would be much better off.

Q. In other words, you were in favor of something different than the N. R. A. Union?

A. Absolutely.

Q. And having the men run it?

A. Yes, sir.

Q. Now, directing your attention to April 19th, which was Monday, the day on which you say you first handed this Intervener's Exhibit No. 1, or the first draft of it, to Mr. Berry of the company, will you tell about where that was, who was present, and what was said and done there.

1076 A. On this call on Mr. Berry the committee stated they would like a meeting with him. He said, fine, he would be pleased to meet with us, and that he would be in his office, I believe it was, at 2 o'clock in the afternoon, if I am not mistaken, or something like that. Mr. Litster, Mr. Froling and myself were present with Mr. Berry.

Q. Who is Mr. Froling?

A. Ray Froling, he works down in the boring mill department of the Link Belt Company. He was one of the delegates which was selected at this Sunday meeting.

Q. Mr. Litster was another delegate?

A. Yes, sir; to present this list of names to Mr. Berry, showing that we had a majority.

Q. What did you do, and what was said?

A. We went up there and Mr. Berry, as usual, addressed us in a group. He said, "What can we do for you boys?" Mr. Litster spoke up and said, "Mr. Berry, we have a list of names here we wish to present to you and ask that you recognize this group of men as the sole bargaining agent of the employees of the Link Belt Company's 39th Street plant. We have banded ourselves under the name of the Independent Union of Craftsmen."

Q. Then what was said and done?

A. Mr. Berry said, "May I see that list?" and Mr. Litster said, "Certainly."

1077 Mr. Wham: I will ask the reporter to mark this Intervener's Exhibit 2 for identification.

(Thereupon the document above referred to was marked as Intervener's Exhibit No. 2, for identification.)

Q. (By Mr. Wham.) I show you Intervener's Exhibit 2 for identification, of some one hundred cards and sheets of paper with 101 names and some typing there, bunched together, and also some letter sized lists with typing at the top, and I will ask you if you have seen them before.

A. I have. These are several copies that we passed out to certain men in the shop, and it was understood that those—

Q. Aside from that, is that what you handed to Mr. Berry at that time?

A. Evidently it is.

Mr. Seyfarth: Excuse me, counsel, how many names appear on this list?

Q. (By Mr. Wham.) I will ask you how many names are on that list?

A. Seven hundred and sixty odd names.

Mr. Seyfarth: How many cards are there?

Mr. Wham: One hundred cards.

Mr. Seyfarth: What do they designate, what are those cards?

Mr. Wham: I would suggest that we cover this 1078 in order, I can't get to everything at once.

Trial Examiner McCarthy: Correct, proceed.

Q. (By Mr. Wham.) Now, what did you tell Mr. Berry when you handed it to him?

A. I told him that this was a list of men who had signed up and authorized us to proceed with the formation of an independent organization, and that under that authorization we were asking sole recognition for the bargaining rights at the 39th street plant.

Q. What did he say then?

A. He said, "May I have the cards?"

Q. Did he ask for the list?

A. The list. He said, "May I have it?" Mr. Litster said, "No, you can't have it, you can see it." He said, "May I look it over? Have you any objection?" He said, "No, I want you to."

Q. What did he do then?

A. He took it and opened it up and counted the names, or ran up and down it; and I believe he called for, or he may have had on his desk at that time, a list of all of the members—or all the people who worked at the 39th street plant.

Q. Then what did he do?

A. He checked to see the members, back and forth. We were up there for an hour and a half or two hours, while he was doing his bookkeeping work, you might 1079 say, checking back and forth, to satisfy himself that there was a great majority, I suppose, of the men of the plant.

Q. How many employees, if you know, were there in the 39th Street plant eligible to join the union? I mean by that, under the rank of supervisors?

A. Roughly, as our understanding was, it was between nine hundred and fifty and a thousand, maybe a little more, certainly not any greater.

Q. Where did you get that information?

A. Well, there are ways and means. We talked to certain fellows here and certain fellows there, and we had a rough estimate of it.

Q. After he had looked it over for an hour and a half or two hours, what did he do?

A. He said—he made the statement that he did not as yet have authority to sign anything like that here, and anything like that he would have to take up with the main office; and as soon as he had transmitted the information to them, that we had requested recognition, and got a reply, that he would call us in and let us know about it.

Q. And then what happened? You left, did you?

A. Yes, we left and returned to work.

Q. Did you take your list with you?

A. Absoltuely.

Q. And where had that been since that time?

1080 A. The list has been in the safety deposit vaults from that time up until—I think it was last—now, let me see, this is Friday; I think last Thursday or Friday I had my wife get them out of the safety deposit vaults so we could have copies made, have typewritten copies, because some of these names it is a practical impossibility to read.

Q. Did you have possession of them and did you put them in the vault?

A. Yes, sir.

Q. And your wife got them out for you?

A. Yes, sir.

Q. And have you checked them over since that time?

A. Yes, sir.

Q. I mean, since they were copied?

A. Yes, sir.

Q. And can you state whether or not they are in the same condition now that they were at the time you submitted them to Mr. Berry?

A. They are.

Mr. Wham: I offer them in evidence, and move for leave to substitute a typewritten list.

Trial Examiner McCarthy: It will be granted, and it will be received.

Mr. Seyfarth: No objection.

(The document heretofore marked "INTERVEN-
1081 ER'S EXHIBIT NO. 2," for identification, was received in evidence.)

Trial Examiner McCarthy: This list also carries the headings.

Mr. Wham: The headings?

Trial Examiner McCarthy: Yes.

Mr. Wham: Yes.

Q. (By Mr. Wham.) Now, Mr. Linde, when you were down at my office on the Saturday before was there anything said about the form of the application which they had signed?

A. Yes.

Trial Examiner McCarthy: You mean the application for membership?

Mr. Wham: Yes.

Q. (By Mr. Wham.) What was said and what was done?

A. The application was not just as clean, or in nice condition—not necessarily—

Q. I am talking about the wording, and so forth.

A. It was not worded just strictly according to Hoyle; but in our poor way we done the best we could. So Mr. Wham wrote out a suggested form of application blank, which he suggested that we have sent to the printers and printed and have the men sign.

Q. What if anything was done in regard to that?

A. At the meeting on a Sunday afternoon—

1082 Q. You mean on the 20th?

A. No.

Q. On the 18th?

A. On the 18th.

Q. Yes.

A. The committee authorized me to have these cards, after I submitted your suggestions to them, among other things, printed, to carry out your part.

Q. Then what was done?

A. Upon receipt of these cards I took them and distributed them around to practically the same group of men who had started to get these original applications, with the understanding that in the meantime these fellows had contacted more men who could assist them; and these applications were sent out and taken through the same routine practically as the first ones.

Q. And over what period were they signed up?

A. They were signed up within a period of three or four days.

Q. I mean what date, approximately.

A. From the—I think I got them—

Q. Well, was it after you were recognized on the 21st?

A. Let me get my dates straight here now. It was during that time when we signed up—that they were being signed up.

Q. And who had possession of them at that time?

1083 A. After they were signed up and turned over to me I had possession of them until we had a meeting on the 4th of May. And according to our set-up, to look into the future, we had built rather on a national scale, our set-up; and as such the 39th Street plant elected what we are pleased to call a local secretary, and at that time he took over the duties of the general secretary.

Q. You turned these over to him then?

A. And I turned them over to him.

Q. Now, have you checked them over? Have there been any cards added since that time?

A. Yes, there have been.

Q. And did you check over this bunch of cards which I will ask to have marked Intervener's Exhibit 3 for identification, in the last three days?

(Thereupon the document above referred to was marked as Intervener's Exhibit No. 3, for identification.)

A. I have.

Q. You can state what else Intervener's Exhibit 3 consists of.

A. The bigger group of cards consists of all applications received up until August 1st. After that—

Q. And they are divided how? I mean, in what way are they arranged?

1084 A. They are in a man's plant number.

Q. According to the check number?

A. Not according to the applications as received or alphabetically, but by his number in the plant.

Q. (By Trial Examiner McCarthy.) His clock number?

A. His clock number, yes, sir.

Q. (By Mr. Wham.) And what is the smaller list you have there?

A. These are the applications received since August 1st and they are in check number order.

Q. Now, I show you a typewritten list which I will have marked, which I will ask to have marked Intervener's Exhibit 3-A for identification.

(Thereupon the document above referred to was marked as Intervener's Exhibit No. 3-A, for identification.)

Trial Examiner McCarthy: Are you going to introduce the cards in evidence?

Mr. Wham: Yes, I am going to introduce them and ask leave to withdraw them and substitute the typewritten lists of the names.

Q. (By Mr. Wham.) I will ask you if this is the list of cards, both the large list and the small list. First, I will ask you if this is the list to August 1st?

A. This is the list to August 1st, up to and in-
1085 cluding August 1st, yes, sir.

Q. I show you a typewritten list which I will ask to have marked Intervener's Exhibit 3-B and ask you if that is a copy of the names of the smaller list of cards after August 1st.

(Thereupon the document above referred to was marked as Intervener's Exhibit No. 3-B, for identification.)

The Witness: Yes, sir.

Mr. Wham: I would like leave to introduce Intervener's Exhibit 3 and substitute 3-B therefor.

Trial Examiner McCarthy: Off the record.

(Discussion off the record.)

Trial Examiner McCarthy: Intervener's Exhibit 3-A and 3-B will be received.

(The documents heretofore marked "INTERVENER'S EXHIBIT NO. 3-A" and "INTERVENER'S EXHIBIT 3-B," for identification, were received in evidence.)

Q. (By Mr. Wham.) I show you, Mr. Linde, Board's Exhibit No. 13, which is an application blank card for membership in the Independent Union of Craftsmen and ask you to state if that is an exact duplicate of the cards which were signed on the list introduced as Intervener's Exhibits 3, 3-A and 3-B.

A. It is.

Q. Now, following the meeting with Mr. Berry on the 19th, 20th and 21st, I mean, during that interval, did
1086 the committee do anything further?

A. Yes, we were busy going around picking up the loose ends. We were engaged in hiring a hall which was adjacent to the men, convenient for the greatest number of people in the plant, where we had decided to hold a meeting and have ratified the actions which we had heretofore been engaged in; and also to have our attorney, Mr. Wham, present to explain the purposes and meaning of the constitution and by-laws which we had submitted during this time, that we had printed during this interim and passed out to the men.

Q. As a result of that activity, what did you do?

A. This meeting was called for the Lithuanian Hall at 3133 South Halsted street.

Q. (By Trial Examiner McCarthy.) On what day?

A. That was on a Thursday.

Q. (By Mr. Wham.) That would be the 22nd?

A. Wednesday was the 21st, Thursday was the 22nd, that is right.

Q. (By Trial Examiner McCarthy.) 1937?

A. 1937, that is right. This is a rather large hall with a balcony. The main floor—

Trial Examiner McCarthy: Is a description of the hall necessary?

Mr. Wham: I don't think it is necessary.

Q. (By Mr. Wham.) How large a hall is it?

1087 A. The main floor when we rented—

Q. (By Trial Examiner McCarthy.) How many people would it hold?

A. Eight hundred and seventy to nine hundred people comfortably seated.

Q. (By Mr. Wham.) On the main floor?

A. Yes, sir.

Q. How did you announce this meeting?

A. By word of mouth, by the grapevine, as we call it, and by small printed cards which were handed out at the gates.

Q. Now, there has been some testimony here that the cards were distributed through the plant during working hours. Do you know anything about that?

A. I do not, sir.

Q. Do you know what time of day the cards were handed out at the gate?

A. In the morning, and in the afternoon, going home; although I did see a lot of cards all through the shop here and there.

Q. How did they get there?

A. Well, the fellows read them and threw them away, dropped them.

Q. Now, did you pass out anything else about that time?

A. Copies of the proposed constitution were passed out.

Q. Where did you pass those out?

1088 A. They were passed out to the men when they came in, as they came in. During the noon hour the men came over for additional cards, additional copies, I should say, for this fellow, that fellow, the other fellow,

who didn't get a chance to get them. They would say, "Joe says he didn't get it, he would like to read it," and so on.

Q. Will you tell us about the meeting, who was there and what happened?

A. Well, there was quite a number there. There was upwards of—and this by tally by one of the men who was on the door, and he was not there during the entire time. While he was on the door there was by actual count—

Q. Do you know the name of the man who was at the door?

A. No, but I can get it very easily, but it has slipped my mind.

Q. Will you get it and bring that in tomorrow?

A. Yes. He had one of those speedometers, whatever you call them, and they had an actual count of 478 while he was on the door. At times there was a little disturbance here and there and he had to leave the door.

Q. Did anyone else count the number there?

A Just by rough estimate from the size of the hall, and roughly the number in each group as we checked them, as you would estimate the size of a throng. We estimated at least five hundred and a half conservatively.

1089 Q. Five hundred and fifty?

A. Yes.

Q. With reference to the women and children, how many were there?

A. We have about forty girls employed in the plant. We had a sprinkling of them, I would say probably ten or twelve of them, and I would say three or four of the wives, just roughly, of the wives of the men, and some of them had children, and there were three or four small children there sitting in the back row of the hall.

Q. The constitution, of course, show it, but just briefly what unit did the union cover in the plant?

A. The union covers all men in the plant, men and women not in an executive or supervisory capacity.

Q. So that it took in members from every department?

A. Every department.

Q. Including the office?

A. Including the office, because they are just employees, just as we are.

Q. What time did the meeting commence?

A. It commence around 8 o'clock, I should say.

Q. This is the first meeting, on the 22nd?

A. That was the second meeting.

Q. No, the first meeting we are talking about.

A. Well, the men went from work there.

1090 Q. That was about what time?

A. Around 6 o'clock or 6:30. I am getting ahead of my story.

Q. Go ahead, proceed.

A. Mr. Litster presided because he had been delegated to act as chairman of the delegates, who constituted themselves the delegates; and Mr. Wham, the attorney, was there to give a talk and rendition on the subject of the union and the constitution.

Q. Now, just give us the order of the meeting as briefly as you can. What happened there?

A. Well, Mr. Wham—

Q. Did Mr. Litster stand up or sit down, or what did he do?

A. There is no question about it, he is a gentleman, and when he is addressing a meeting like that, why, he called the meeting to order and briefly explained the different reasons and purposes; but he was not a fluent speaker, not competent enough to tell the entire details of it, so he turned the meeting over to the attorney, who proceeded to explain it.

Q. You mean he called on the attorney to speak?

A. Yes.

Q. Now, just tell us in your own words what the attorney for the union said.

A. Well, the attorney for the union got up and

1091 identified himself briefly, and told of his past experience in handling cases like that, what experience he had in connection with the men in other companies. Then he went on and read and explained the thought behind each and every article of this propoed constitution.

Q. What about the Wagner Act itself?

A. Yes, there was read off certain sections of the Wagner Act from this pamphlet which is a part of the evidence here.

Trial Examiner McCarthy: What is that?

The Witness: There is a copy of t. He read from that, like this, these rules and regulations (indicating) concerning the Wagner Act.

Q. (By Mr. Wham.) Which are attached to the complaint in the file here?

A. Yes, sir.

Q. And with reference to the part which the company could play?

Q. (By Trial Examiner McCarthy.) You mean that the attorney explained the Wagner Act from the rules and regulations of the Board?

A. Not of the Board, of the Wagner Act.

Q. The rules and regulations or a copy of the Act?

A. A copy of the Act.

Mr. Wham: That is the one—

Trial Examiner McCarthy: I am not clear yet,
1092 whether it is a copy of the Act or of the rules and regulations.

Mr. Wham: It was both. I had a copy of the Act together with the rules in front; one of those with the green covers, attached to the complaint here.

Trial Examiner McCarthy: I see.

Q. (By Mr. Wham.) With reference to what function or what part the company could play in the organization and operation of a labor union under the Wagner Act and the Jones-Laughlin decision, what did the attorney say?

A. The attorney said that under the decision of the Supreme Court the companies could in no way interfere, aid or abet in the formation or destruction of a union, in any way whatsoever; and that it was entirely up to the men themselves who they wished to represent them and how they wished to be represented.

Q. Was there anything said about the method of financing the union?

A. The method of financing was talked over in the guise of dues.

Q. With reference to the company, did the attorney say anything about the company's ability to finance the union?

A. Well, that was covered in my previous statement when—I meant to cover it when I said that the company could in no way do anything in any way.

Q. Including financing?

1093 A. The financing was included, yes.

Would that include direct or indirect financing?

A. No, in other words, the union had to stand on their own as far as the company was concerned, they had nothing to do in any way, shape or form; that we had before that what we were pleased to call the N. R. A. Board, which had operated for a reasonable period just before that, while the company was—had supplied the hours, or paid for the hours, and anything else that went on; but the

entire union from then on had to stand on its own absolutely as far as the companies were concerned.

Q. Was there any chairman or secretary or both selected for the meeting?

A. There was.

Q. Tell us who they were.

A. John Litster acted as chairman and I acted as the secretary.

Q. Was there any election for those positions?

A. No, there was not because we took it upon ourselves, with justification, that we had been appointed by the committee on that previous Sunday to carry this out.

Q. I am talking about the chairman and the secretary for the meeting, just for the meeting. Was there any chosen?

A. A statement was made that if there was no objection that we would be—that they would act as chair-
1094 man and secretary, and there was voiced approval.

Q. Was there a vote taken on that proposition?

A. I think there was.

Q. At any rate you acted as secretary of the meeting?

A. Yes, sir.

Q. Now, what business was transacted there at that time?

A. After the reading of the constitution and talk by Mr. Wham on his subjects and the subject of the union and the group involved, a motion was made, passed, and debated upon, that we should form ourselves into an independent union to be known as the Independent Union of Cramtsmen; and that for the present time, until we could have a further election, that the officers so delegated at that first—by that first committee, would act in that capacity.

Q. Was there any resolution concerning the approving or ratifying of the work of the Organizing Committee?

A. There was, and that was passed.

Q. Now, will you tell us about the method of voting, the number voting, and so forth?

A. In a group of that size which I in my poor way designated as a mass meeting of the organization, it would be a physical impossibility, without any long time possibility of getting together the organization, to have a ballot vote, so it was taken—the vote was taken by a rising vote, and of this number present fully ninety per cent of them stood.

1095 Q. Now, was there any argument there or discussion?

A. There was, quite a bit of discussion; and then from some sources, which we had suspected, there arose some unruly discussion, which was entirely out of place on the subject which was being spoken of at the time; and when the disturber did not cease, as he was requested; in the interest of law and order, the committee had asked that he leave the hall, and the several people who were with him left the hall. These people, some of them—I will not state that they were in a totally intoxicated condition, but they were certainly well taken care of before they came up there in the matter of drinks.

Q. Now, among the people who were trying to do business, what was the discussion about mostly?

A. On the method that we would go about electing officers permanently; whether these fellows were to be kept in permanently or whether we would choose to have another election later on and they could pick their own, if they so desired, different ones.

Q. What was the result of that discussion?

A. The result of that discussion was it was ordered that we hold another election, and that until that time the committee which was elected would carry over until we had another election; at which time admission to the hall would be by membership cards, and by secret
1096 ballot and nominations the voting would be carried on.

Q. Was the recognition agreement discussed at all or read at all in that meeting?

A. It was, and it was voted and approved.

Q. I believe you said that they approved and ratified the acts of the organizing committee and adopted the constitution. Was there an election held then after that?

A. On May 4th an election was called.

Mr. Reynolds: If the Examiner please, I object. I don't think there was any answer to the previous question. I would like to have that answer.

Trial Examiner McCarthy: Will you read the question?

(Question read as above recorded.)

A. They did.

Q. (By Mr. Wham.) Where was the election held?

A. At the hall, 3133 Halsted.

Q. At the same place?

A. Yes.
Q. What time was that?
A. This was in the evening.
Q. What preparation was made for the election, what notice was given, and so forth?
A. Notices were posted on the union's bulletin boards which were scattered around the plant. I think there were seven. And by word of mouth and by small
1097 placards which were passed out at the gates. For that matter, we did not need to send out any notification; everybody was so interested in it.
Q. About how many attended this election?
A. Oh, there must have been 450, between 400 and 450.
Q. What time did it convene?
A. Around 8 o'clock in the evening, 7:45.
Q. Who presided?
A. Mr. Litster opened the meeting and he called for the election of a temporary chairman.
Q. Who was elected?
A. Mr. Kresge, one of the clerks out in the foundry.
Q. How do you spell that?
A. K-r-e-s-g-e.
Q. Did he then preside?
A. He did. Mr. Kresge is a very fluent speaker, he has had considerable experience in running meetings. That is why his name was suggested.
Q. Did they elect any other officers? I mean, just for the meeting? Did they elect a secretary?
A. Yes, I was temporary secretary of the meeting.
Q. Now, tell us what happened.
A. Mr. Kresge—
Q. (By Trial Examiner McCarthy.) This was May 4, 1937?
Mr. Wham: May 4th.
The Witness: Yes. Mr. Kresge made the an-
1098 nouncement what the meeting was called for, and it was the only business that the meeting had been called for, so that they proceeded directly along this line. So he immediately called for nominations.
Q. (By Trial Examiner McCarthy.) What line?
A. Along the line of what the meeting was called for, which was an election of officers.
Q. As contained in the notification or the notice?
A. Yes. The suggestion was made and adopted that each depar nent would select a man as officer, bring

them up, and then the general body would vote on them for whatever office this man was put up for.

1099 Q. (By Mr. Wham.) You mean each—

A. Pardon me?

Q. You mean the members from each department at the meeting might make one nomination?

A. Yes, and nominate a man.

Q. Proceed.

A. We had a blackboard which we got, on which every one of the names were put on as they were nominated in the various departments for the office then under consideration. Then blank sheets of paper—then an election committee was appointed from the floor, consisting of Mr. Ross and Mr. Stripens.

Trial Examiner McCarthy: I wonder if it would not be possible to stipulate that under your supervision the organization was full and complete, or is there any reason why that should not be done? We might save a little time.

Mr. Wham: I think we can shorten this.

Q. (By Mr. Wham.) Just tell us who was elected.

A. Eddie Rask was nominated and elected president of Local No. 1. John Kowatch was elected vice president. Frank Conybear was elected secretary and treasury. Mr. Litster was—

Q. What about the treasurer?

A. Oh, Art Rosenbaum was elected treasurer.

Q. You had three delegates, who were they?

1100 A. Mr. Litster, Mr. Froling and Mr. Linde.

Q. Yourself, you are Mr. Linde?

A. Yes.

Q. You were elected delegates?

A. Yes.

Q. That is, to the general council?

A. To the general council, which we had set up in the broad set up as I tried to explain before.

Q. What was done with reference to stewards?

A. Due to the lateness of the hour which all this entailed, the balloting, and so forth, the proposition was put to the floor that each and every man within the next two or three days, or at some other time, decide who he wanted to represent him in his own department as steward.

The committee of stewards, by the way, it might be well to state, was the real governing body of this union, everything had to be O. K.'d by them.

To go on with the story: These stewards were to be elected at noon or before or after hours by a secret ballot. They would all get around and decide on a man confidentally, or by ballot, just so everybody was satisfied, and report to the secretary so that he could post those names and hand them to the company, so the company would know who had authority to come up and claim recognition when they made a complaint for the men.

1101 Q. Was that scheme carried out?

A. It was.

Q. Do you know how many stewards were elected?

A. Thirty-one stewards. Some departments had a lesser number of men than others; in some of the small departments they doubled up.

Trial Examiner McCarthy: Mr. Wham, I wonder if we can't shorten this up. In these hearings, on the matter of proof that this is a labor organization, it is only necessary to prove that the employees participated, and the purpose of the organization is that of a labor organization.

Mr. Wham: We are going to shorten it as much as possible.

Trial Examiner McCarthy: I don't like to seem to limit counsel; at the same time I want to speed up the record.

Mr. Wham: Yes. One reason I went into this is because there seemed to be some question as to whether there was an election or not.

Trial Examiner McCarthy: I think that has been cleared up.

Q. (By Mr. Wham.) I show you a document which I will have marked Intervener's Exhibit 4 for identification, and another document which I will ask to have marked Intervener's Exhibit 5 for identification, and ask if Intervener's Exhibit No. 4 is a copy of the by-laws adopted by the general council?

(Thereupon the documents above referred to were marked "Intervener's Exhibits Nos. 4 and 5", for identification.)

1102 A. Yes, it is.

Q. And Intervener's Exhibit 5 is a copy of the by-laws adopted for the stewards?

A. It is.

Mr. Wham: I would like to offer these in evidence as Intervener's Exhibits 4 and 5.

Trial Examiner McCarthy: They may be received.

Mr. Wham: 4 is the by-laws of the general council, and 5 of the plant itself..

(The documents heretofore marked "INTERVENER'S EXHIBITS NOS. 4 AND 5", for identification, were received in evidence.)

Q. (By Mr. Wham.) Now, I show you a document which I will have marked Intervener's Exhibit 6 for identification and ask you if this is the charter issued by the Secretary of State covering the general body as a corporation not for profit in Illinois?

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 6", for identification.)

A. It is.

Mr. Wham: I would like also to have this copy marked—

Trial Examiner McCarthy: Mr. Wham, the rules that we have in our practice make it unnecessary to introduce in evidence the constitution, by-laws and similar 1103 documents. He has established the fact that there is an independent labor organization, or that there is a labor organization known as the Independent Union of Craftsmen.

Mr. Wham: Yes.

Trial Examiner McCarthy: And it has officers and that there is an election. For the purpose of these proceedings that is usually sufficient.

Mr. Wham: I see.

Trial Examiner McCarthy: I think you have pretty clearly established that it is a labor organization

Mr. Wham: I would like to introduce this. I have a copy prepared of the original and I offer it in evidence as Intervener's Exhibit 6.

Trial Examiner McCarthy: It may be received.

(The document heretofore marked "INTERVENER'S EXHIBIT NO. 6", for identification, was received in evidence.)

Mr. Wham: Now, at this point there was one little change in the by-laws. We have one set of by-laws for the directors and one for the stewards in the plant. For that reason I would like to offer this also.

Mark this No. 7.

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 7", for identification.)

1104 Q. (By Mr. Wham.) I show you a document marked for identification Intervener's Exhibit No. 7

and ask you if those are the by-laws adopted after the incorporation of the union?

A. They are.

Mr. Wham: I offer that in evidence as Intervener's Exhibit 7.

Trial Examiner McCarthy: It may be received.

(The document heretofore marked "INTERVENER'S EXHIBIT NO. 7," for identification, was received in evidence.)

Mr. Seyfarth: May we have a short recess, Mr. Examiner?

Trial Examiner McCarthy: All right, five minutes recess.

(A short recess was taken.)

Trial Examiner McCarthy: Proceed.

Q. (By Mr. Wham.) Mr. Lindé, did you attend any conferences with the management after you were recognized as a union?

A. Yes, sir.

Q. When was the first time?

A. I have a list in my pocket of these conferences. May I look at them?

Trial Examiner McCarthy: You may.

A. These are the major conferences which we had, which concerned the whole body of the membership. Many others were held of a minor nature which were set-
1105 tled with the foremen among the stewards.

On May 4th—that was the day that we had our second meeting and elected permanent officers—Litster, Froling and myself met the company in the person of Mr. Berry on the principal subject to consider an increase in wages to the hourly paid people.

Trial Examiner McCarthy: May I ask, Mr. Wham, does this relate to the fact that there was a labor organization actively representing the employees?

Mr. Wham: Yes, I wanted to establish that we did actually bargain for the employees.

Trial Examiner McCarthy: I see. Go ahead.

The Witness: On May 7th—

Trial Examiner McCarthy: For the agreement?

Mr. Wham: Not only for an agreement but for some other matters.

The Witness: On May 7, 1937, we wrote Mr. Berry a letter, as representative of the company, from the union, requesting a date—

Q. (By Mr. Wham.) Let me get this straight. What union did you represent?

A. The Independent Union of Craftsmen I am speaking of at all times right now.

Q. Yes; go ahead.

A. A request for a date to begin negotiations for a contract between the company and the I. U. C. On May
1106 11th Mr. Litster, Mr. Froling and myself were called by Mr. Berry for another conference on the wage subject.

He stated that the company was unable to meet our demands.

Q. What demands had been made?

A. We made the demand for a general raise for all plant employees.

Q. Of how much?

A. Of at least 5 per cent. We had asked at the start; and because a man can always come down, we had started out with asking for 10 per cent.

Q. Proceed.

A. The next date was May 18th. May 18th Litster, Sterling and myself, which was on the matter of the wage increase, and still they would not agree with us. At our request Mr. Berry made an appointment with Mr. Kauffmann on May 19th at the general office to carry on these negotiations, so we just adjourned until the next day.

Q. Who is Mr. Kauffmann?

A. Mr. Kauffmann is president of the Link Belt Corporation.

Q. Go ahead.

A. At the general office the company in the person of Mr. Kauffman said that the company had given us a 6 per cent increase on November 2, 1936, and 10 per cent on May 15, 1937. The company finally agreed to a 5 per cent increase on all hourly paid rates, this to be effective on June 1, 1937.

1107 On May 21st the same three met with the company for further negotiations on a working contract between the company and the men.

Q. Did you have one which you submitted at that time?

A. We had submitted a draft, a copy of which I have here.

Q. Yes.

Mr. Wham: Will you mark that Intervener's Exhibit 8?

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 8", for identification.)

Q. (By Mr. Wham.) I show you a document marked for identification Intervener's Exhibit 8 and ask you if that is the draft that you are speaking of?

A. This is a draft of the original with the pencil notations, changes in wording, changes in reading, changes in thought, noted on it from what we had originally written out.

Q. When were these pencil notations made?

A. These were made during the course of the meeting on this same day.

Q. (By Trial Examiner McCarthy.) What day was that, May 21st?

A. May 21st and later days.

Mr. Wham: I offer that in evidence as Intervener's Exhibit 8.

Trial Examiner McCarthy: It will be received.

1108 (The document heretofore marked "INTERVENER'S EXHIBIT NO. 8", for identification, was received in evidence.)

Mr. Wham: Mark this as Intervener's Exhibit 9.

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 9", for identification.)

Q. (By Mr. Wham.) I show you another document which has been marked for identification as Intervener's Exhibit 9, and ask you what that is.

(Handing document to the witness.)

A. This is the final agreement up to that time which was agreed upon between the company and the Independent Union of Craftsmen, subject to approval.

Q. What date was that?

A. This is—

Q. You said you had a conference?

A. We had a conference on May 25th also during that time. We couldn't settle it all at one date.

Q. And you had a conference on June 1st, 1937?

A. Yes, sir.

Q. Was that the time when this final draft was completed?

A. Well, we had some discussion on certain matters pertaining to seniority which we could not iron out to our satisfaction, and we asked to have a meeting with

1109 Mr. Kauffmann, because we felt that Mr. Berry by his explanation had gone as far as he could, but we were not satisfied with it; so on June 1st we had a conference with Mr. Carter, vice president; Mr. Burnell, vice

president; Mr. Kauffmann, president; to further go over these negotiations.

Q. After that, was this Intervener's Exhibit 9 completed?

A. It was completed up to that time so far as the company and we were concerned. We were frankly satisfied with it, but there is a provision in it which says it can be changed at any time.

Q. Who drafted Intervener's Exhibits 8 and 9?

A. Mr. Wham did originally, then the committee.

Q. You mean the attorney for the union, is that right?

A. Yes, sir.

Q. And did you submit this final draft to the company?

A. It was submitted, sent down to the general offices and apparently O. K.'d in its final form and we were called in to sign the agreement.

Q. Who by?

A. Mr. Berry called the executive committee into his office and said that he was ready to sign for the company.

Q. And then what happened?

A. And while—I don't believe the whole committee had even a chance to get there yet, and we were all preparing chairs around his desk to have a general discussion as we always did on anything like that. It was not just thrown at us, we fully discussed it. In that time the telephone rang and counsel for the Link Belt Company, I don't know where he was or who he was, called up and advised, as I understood later, Mr. Berry was not to sign that contract pending further negotiations, or pending further orders, but they would abide by it under an oral agreement.

Q. Did Mr. Berry tell you that after he had talked to the lawyer on the telephone?

A. He did then. He says, "I just received word not to sign it now."

Q. Did he say that the company would agree orally to the terms of this agreement?

A. Yes.

Mr. Wham: I offer this in evidence.

Trial Examiner McCarthy: It may be received.

(The document heretofore marked "INTERVENER'S EXHIBIT NO. 9", for identification, was received in evidence.)

Trial Examiner McCarthy: Is that the contract known as the contract of June 1st?

Mr. Wham: This is the June blank, but at that time—
Trial Examiner McCarthy: It was never signed?
The Witness: It was never signed.
Trial Examiner McCarthy: It was verbal?
1111 The Witness: It was verbal.
Q. (By Mr. Wham.) Now, this contract provides for a 5 per cent increase effective June 1st. Was that increase given?
A. It was.
Q. Go on with your list. Try to hurry this thing up.
A. On August 13th—by this time the union was incorporated and we were now known as the board of directors.
Q. Yes.
A. We had taken in Local No. 2, and we met with Mr. Berry as representative of the company for a bonus payment which had been suggested be paid to the night workers. These men normally are classed as day workers. As the work rises and falls we have to start night work for a time, and extra compensation, we felt, should be given to those who had to go off of their day shifts and work nights.
Trial Examiner McCarthy: We will take a few minutes recess until I see if we can get in here tonight.
(A short recess was taken.)
Q. (By Trial Examiner McCarthy.) Could you introduce this in lieu of your testimony?
A. I don't want to put this in, I want to keep a complete copy.
Mr. Wham: I can speed this up. I will ask some leading questions if that will be all right.
Trial Examiner McCarthy: That will be all right.
1112 Q. (By Mr. Wham.) Now, Mr. Linde, on the 13th of August you had negotiations concerning a bonus for nightshift work?
A. Yes, sir.
Q. Did the company agree to a bonus?
A. Yes, sir.
Q. How much did they give them?
A. 5 per cent.
Q. Now, on September 17th you met with Mr. Berry concerning a better vacation policy?
A. I did.
Q. And then on October 2nd you met with him to negotiate a closed shop, did you?
A. We did.

Q. On October 8th you met with him on seniority lay offs?

A. Absolutely.

Q. Then you asked for an appointment with Mr. Kauffmann on October 22nd?

A. We did.

Q. And you met with Mr. Kauffmann and other officers of the company?

A. We did.

Q. Concerning a closed shop?

A. We did.

Mr. Seyfarth: What date was that?

Mr. Wham: October 22nd.

1113 Q. (By Mr. Wham.) And on October 25th you, that is, the three directors and the presidents of the two local lodges, met with Mr. Kaufman again on that question?

A. We did.

Q. November 2nd you met with Mr. Berry on the proposition and it was turned down, is that right?

A. Absolutely.

Q. Then on November 9th you met with Mr. Berry further on the question of vacations for 1938?

A. Yes, sir.

Q. And November 15th you met together with Mr. Ross, president of Local No. 1, 39th Street plant, and Mr. Berry, and discussed the issuance by the company of a statement of policy which would embody the terms of this Intervener's Exhibit 9?

A. Yes.

Q. That is, the written agreement?

A. The written agreement, yes.

Q. Then you had a discussion on December 3rd and 6th concerning the vacation policy?

A. We did.

Q. Did you have some further conferences with regard to the company issuing a statement of policy?

A. Yes, we had several conferences with them on that.

Q. Did youk have some meetings of the members 1114 of the lodges concerning that question?

A. We did.

Q. And as a result of that the company issued a statement of policy, which I will ask to have marked Intervener's Exhibit 10.

Will you mark that?

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 10", for identification.)

Mr. Wham: I offer that in evidence.

Trial Examiner McCarthy: It may be received

(The document heretofore marked "INTERVENER'S EXHIBIT NO. 10", for identification, was received in evidence.)

Q. (By Mr. Wham.) And on February 15th did you meet with company to demand vacation pay for men who had been laid off for lack of work or for other causes, during 1938?

A. We did.

Q. What was the result of that?

A. We got it for them.

Q. Did they first refuse?

A. Yes.

Q. On February 21, 1938 you had another conference?

A. Yes, sir.

Q. You reached an agreement that employees who 1115 were laid off in 1938 due to lack of work would be paid the amount of money they were entitled to for vacation?

A. Yes.

Q. On March 3, 1938, did you ask that the company discuss the question concerning work and Independent lay offs?

A. We did.

Q. As a result of your conferences regarding vacation, did you reach an agreement on that?

A. We did.

Q. I will show you a document which I will ask to have marked Intervener's Exhibit No. 11 for identification and ask you if that is the statement issued pursuant to your negotiations for vacation?

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 11", for identification.)

A. It is.

Mr. Wham: I offer Intervener's Exhibit No. 11 in evidence.

Trial Examiner McCarthy: It may be received.

(The domument heretofore marked "INTERVENER'S EXHIBIT NO. 11", for identification, was received in evidence.)

Q. (By Mr. Wham.) Now, outside of these negotiations with the company has the union taken up other matters with the company?

1116 A. Yes, they have, matters that were not of import great enough to take it to the general offices, or the main offices of the plant. The stewards in making their complaints, minor complaints for minor matters, would have them dealt with through their meetings with the foremen and general foreman, and those entail—for example, there were several men who had been laid off during this slack time of 1931, '32 and '34; and when they were called back they were not on our vacation list for 1937. This other document pertains to the vacation list for 1938.

Q. (By Trial Examiner McCarthy.) Is that also seniority? Isn't that the way you established the seniority?

A. Yes.

Q. One of the witnesses before testified that he thought he had recovered his seniority because he got a vacation, is that correct?

Mr. Wham: Yes.

A. Those matters, there were two, three or four of them which, were brought to our attention. When they were, we made a plea for them, and I never heard of a case where they were not granted.

There was the case of a man who was a painter over in the crane department. He did not start there at the regular hour, I think he came to work about eleven o'clock, and we got back pay for him, I guess for a period of

1117 nine weeks that he had coming. The men would go in and complain to their stewards and make suggestions about better lighting, better air conditions, the aisles kept clear for traffic in that department, for their safety; and such conditions were changed radically here and there for the betterment of the men and their convenience.

Trial Examiner McCarthy: Have you a list of the stewards? The only one who has testified so far is Julius Robinson.

The Witness: We can readily produce them.

Mr. Wham: I think I have almost a complete list.

The Witness: We can get that readily for you. There has been some changes in that list.

Trial Examiner McCarthy: Of what date do you have it prepared?

Mr. Wham: I have a list, a partial list, at least, of those elected before May 14th.

Trial Examiner McCarthy: 1937?

Mr. Wham: Yes. Now, if you would like me to, I will read them into the record.

Trial Examiner McCarthy: Yes.

Mr. Wham: The first floor stewards; accounting department, Ray Walker; first floor, crane engineering department, V. Milke; second floor stewards, contract department, J. Hacker; second floor, design department,
1118 J. Conybear; second floor, order department; C. Heyer; the same floor, outside sales department, R. Davis; third floor, tipple department, E. Paulson; third floor, general engineering department, E. Zwart; third floor, standards department, F. Boynton; third floor, estimating department, O. Van Berdandt; third floor, record room, M. Schroeder; girl stewards, Ann Kuehn; foundry, J. Kochinsky and M. Masilione and Walter Balton and Julius Robinson;

Steel shop, Joseph Miller; steel shop, grey iron, Elmer Wilheim and Charles Ehbert; lay out department, Charles Monroe; planning room, George Reidel; and boring mill, Ray Hallet.

D. K., Arthur Ross; Bullard and lathes, G. Fagerstrand; steel shop machines, Joseph Paldo; pattern shop, George Belanger; D. M. B. and D. W. C., John Steele; Welder, Brucks.

Trial Examiner McCarthy: Have you got a copy of that for Board's counsel and Respondent's counsel?

Mr. Wham: I will have to make it.

Trial Examiner McCarthy: Anything that will enable them to cross-examine on it, if they wish?

Mr. Wham: When they come to cross-examination, if they will ask me for this, I will give it to them. But it will be in the record.

Trial Examiner McCarthy: After they get the record it will not do much good.

1119 Mr. Wham: I mean, after they cross-examine they probably will not want it.

Trial Examiner McCarthy: No.

Q. (By Mr. Wham.) Have you finished, Mr. Linde, explaining some of the matters taken up?

Trial Examiner McCarthy: I think he has.

A. Those are just one or two examples which are germane in my mind.

Trial Examiner McCarthy: In other words, the record is clear that there has been collective bargaining by a labor organization.

Q. (By Mr. Wham.) Is it true that a large number of individual grievances would be handled between the stewards and the foremen without reaching the officers of the union?

A. There would.

Q. Now, what dues, if any, has the Independent union collected?

A. They have collected 50 cents a month as dues. They have been collecting it each and every month.

Q. (By Trial Examiner McCarthy.) Is that $350.00 a month, roughly, from 700 members?

A. It fluctuates. At one time we had many more than that, paid members.

Q. (By Mr. Wham.) About how much total dues have you taken in, if you know?

1120 A. Oh, I shoud say better than $3000.00.

Q. Has the union incurred bills and paid them out of its own funds?

A. They have.

Q. What bills?

A. Ordinary administrative bills, and our lawyer's fee.

Q. How much did you pay your lawyer?

A. On the 39th Street plant's part of the lawyer's fee was $667.00, and the part for Local No. 2 was $333.00, of which the 39th Street plant has paid off their indebtedness; and the Caldwell-Moore plant has materially paid their debt.

Q. (By Trial Examiner McCarthy.) Caldwell has paid off its debt?

A. Caldwell, Local No. 2, I think has practically cleared its indebtedness.

Q. (By Mr. Wham.) The Caldwell-Moore group paid the balance of $1000.00?

A. Yes, sir.

Q. That is, $1000.00 from the two?

A. That is right.

Q. Have they paid all of that, do you know?

A. $200.00, I believe, that is my recollection of that.

Q. You have also had hall expense?

A. We have. We have two meetings a month at least, one of the stewards and one of the entire body.

1121 Q. Where do you hold these meetings?

A. The entire body meets—with the exception, I believe, of one time we have always met at 3133 Halsted Street. The stewards meeting, which is only about thirty,

requires a much smaller space, and we didn't feel we should go to the expense of hiring a large hall or contracting for it for such a small number of men, so we have had several smaller halls as a matter of convenience and some other considerations, which I have no knowledge of because I am not on that committee. We have met in the lower hall principally at 3133 Halsted, which is about a quarter of the size of the hall upstairs.

Q. Those are off the company's property?

A. Absolutely, yes.

Q. And you pay rent for them?

A. Absolutely, and we have receipts.

Q. Has the company ever paid any of the expenses of the Independent Union?

A. Not a dime.

Q. Do you expect to pay your attorney for representing you at this hearing?

A. We do.

Q. Now, Mr. Donald Sullivan testified that you talked to him about April 13th concerning the—concerning joining the Independent Union, in the washroom of the steel shop for about five minutes. Do you recall that conversation?

1122 A. Well, I don't exactly recall the conversation, but I would not doubt the man's word on it, because we are up in the washrooms, and if he was there, I probably did, I would not deny it.

Q. He says that was during working hours. Do you have any recollection of that?

A. No, I haven't.

Q. Were the washrooms available to employees during working hours?

A. They were at all times, the washrooms or the cloak rooms, and they have shower baths and everything, general sanitation, for the comfort of the men, and they are open at all hours.

Q. Now, he also said a few days—I will not say a few days, but at least some days later that you talked to him about four-thirty for three-quarters of an hour, do you recall that?

A. No, sir, because the thing in itself is laughable for the—

Q. You mean—

A. For the reason—

Q. Go ahead.

A. (continuing)—in the welding shop quite some time we have had two shifts, and the welding crew changes at four-thirty. The lay out gang quits at four-thirty, and where he states that he talked to me is a traffic lane
1123 where the traffic in the shop passes, from what I get of his testimony, and it would be a physical impossibility to be standing there.

Q. (By Trial Examiner McCarthy.) Did you hear his testimony?

A. No, a man told me about it from firsthand knowledge.

Q. (By Mr. Wham.) When did you get off at that time?

A. Four-thirty, sir.

Q. So if you talked to him starting at four-thirty you were not on company time, were you?

A. No, sir.

Q. Now, do you recall that conversation at all?

A. No, I don't. I will say this, and it is not an explanation or anything, but my duties in the course of my work are such, and of the great majority of the men on the steel floor, are such, that they have to go from one department to another, and call a man from one department to another to assist in the work, or call on one another for information, and if I was there at any time it was on a matter of work which entailed shop procedure, and necessity, and it was not after four-thirty, because we went home at four-thirty.

Q. He says, though, that you told him that the C. I. O. was made up of unreliable people, Communists and radicals. Do you recall telling him or anybody else that?

A. I do not, for the simple reason that I think that I have enough intelligence to know if I am trying to
1124 sell an idea I will not knock any idea that the fellow has, but I would try to show him a better one.

Q. In other words, if he was sold on the C. I. O. you would not call it names?

A. No.

Q. Now, reverting just for a moment back to this first meeting of April 22nd, do you recall Mr. Paul Bozurich asking for the floor and asking some questions?

A. I do.

Q. Do you recall whether or not he had any difficulty in getting the floor?

A. He had not at the first time he got up, and there

was about—well, I will qualify that—he had at the first, because there was about five fellows who jumped up at the same time that he did.

Q. All wanting the floor?

A. Yes, and finally he was given the floor after—oh, I will say two or three others had spoken ahead of him.

Q. And when he asked his questions, were they answered?

A. They were to the best of our ability, to the best of the ability of those present to answer those questions at the time due to the vagueness of the questions and the manner in which they were propounded.

Q. Do you remember Fred Johnson making a speech in that meeting?

1125 A. I do. I will say this for Mr. Bozurich, that he was not in that group, or in the group that Fred Johnson was in. He was sitting down and behaving himself.

Q. Wasn't Mr. Johnson behaving himself?

A. Absolutely not.

Q. You will bring in the name of that doorkeeper, will you, that kept count of the people at the door?

A. I have since learned, Mr. Examiner, from men who are here with me, that they have identified the man as a man by the name of George Reidel.

Q. How do you spell it?

A. R-e-i-d-e-l.

Trial Examiner McCarthy: I am sorry, but I don't quite get the materiality of this.

The Witness: You asked for it, to bring it in as soon as we found out.

Trial Examiner McCarthy: All right.

Mr. Wham: The doorkeeper.

The Witness: Yes, who counted the—

Mr. Wham: The number that were there.

The Witness: Yes.

Trial Examiner McCarthy: But generally the conflict between labor groups, rival labor groups in cases of this character are not material, but you may proceed. I see the reason, it was asked for.

1126 Mr. Wham: It was asked for, yes, and now we have got it in the record.

Trial Examiner McCarthy: Yes; proceed.

Q. (By Mr. Wham.) Do you know whether or not the employees who signed the application cards which were admitted, I believe as Intervener's Exhibit 3—

Trial Examiner McCarthy: Is there any distinction between application for membership and membership in the organization?

Mr. Wham: I will cover that.

Q. (By Mr. Wham.) Are you clear on the list I am referring to now?

A. The application cards?

Q. Those who signed the cards.

A. Yes.

Q. Do you know whether or not they paid dues?

A. We have records to show all those who did pay. I believe at least every one of them has.

Q. There couldn't be any more. You mean at least they paid at the beginning?

A. Yes.

Q. Were all those who signed the application cards considered members?

A. They were. We gave them a membership card.

Q. Have you got one of them there?

1127 A. I have.

(Handing document to counsel.)

Q. This is your original cards?

A. That was, for the payment of the first 50 cents dues.

Q. You would not want to put that in the record, I take it, being your original card, your own original card?

A. No, I would like to keep it, but if anyone wants to see it, they are welcome to it.

Q. At any rate, you did hand out membership cards to the members?

A. Yes. These cards were made from the application cards.

Q. Do you know how many membership cards were handed out?

A. I had 1500 from the printers.

Q. I mean, with relation to the application cards themselves, which are in evidence, how many membership cards were handed out?

A. At the time I turned over the books to the secretary for that first month I think there was 22 or 23 dollars, representing 46 men, who had not paid their 50 cents. I think that was the 18th of May when I turned over my dues.

Q. That was the first month's dues?

A. Yes, sir.

Q. So everybody but 46 paid by the time you turned them over?

A. Yes, and some of them I think paid later, I understand.

1128 Q. Do you know how many that would make that paid, approximately?

A. I think there were 624, I just can't remember the exact amount, but we have it in our records.

Q. And who were paid up by the time you turned the books over?

A. Yes, sir, for the month of May.

Q. And what was the date you turned them over?

A. We had the meeting on the 4th.

Q. Of May?

A. Of May, and I had a committee come out and check my books and accept them for the new secretary of the local.

Q. When did you turn them over?

A. On the 18th, I am pretty positive.

Q. By that time there had been six hundred and something—

A. I am pretty positive it is 624.

Q. —who had paid the first month's dues?

A. Yes, sir.

Q. Do you know whether or not the rest of them paid?

A. Some few did not. To my knowledge there was possibly six or seven cards which were later turned back.

Q. Who is the secretary now?

A. Mr. Al Friberg.

Q. Mr. Friberg can tell us accurately how many were paid?

A. He will, his books have just been audited for the year.

1129 Trial Examiner McCarthy: Mr. Wham, do you wish to continue on through or continue later?

Mr. Wham: I would just as soon adjourn. As a matter of fact, I would like to adjourn, and then I can probably think of another question to ask him.

Trial Examiner McCarthy: All right. In connection with the length of hearing, the Examiner is directed to cut the length of the hearings down as much as possible, and the Trial Examiner for that purpose is instructed to secure the cooperation of the attorneys. It is contemplated that the hearing shall be closed in two or three days. To accomplish that there are various devices that can be used, such as stipulation of fact, reading into the record those portions of the complaint which are admitted in the answer and permitting no further testimony on certain points except where absolutely necessary to present the rest of the testimony from being unintelligible, to prevent as much as possible cumulative testimony, by lengthening sessions and

holding night sessions. Under the circumstances we will adjourn until seven o'clock tonight.

Mr. Seyfarth: Mr. Examiner, is that the first time that that regulation or instruction of the Examiner has been read?

Trial Examiner McCarthy: Read where?

Mr. Seyfarth: In this hearing.

1130 Trial Examiner McCarthy: Yes, it is.

Mr. Seyfarth: That is all I want to know.

(Whereupon a recess was taken until 7:00 o'clock p. m.)

1131 After Recess.

(Whereupon, the hearing was resumed, pursuant to recess, at 7:00 o'clock p. m.)

Trial Examiner McCarthy: You may proceed.

GEORGE F. LINDE, a witness called by and on behalf of the Intervener, being previously duly sworn, resumed the stand and testified as follows:

Direct Examination (Continued).

Q. (By Mr. Wham.) Did the union have another lawyer?

A. No, sir.

Q. I mean, besides myself?

A. No, sir.

Q. Did you ever have a lawyer named Parker?

A. No, sir.

Q. Has the union attempted to do anything other than bargain to represent the employees?

A. Well, the union has always been on the lookout for the employees in every way, manner, shape and form in which it was able. In a way, they have tried to please the men—

Q. I am referring—

A. (Continuing.) —outside of working hours. They have furnished a family party for the workmen and their wives and children. They had a beer party for the men.

They furnished parties for the girls to go to shows
1132 with and theaters between parties, because they did not care to come down to the beer party that the men had.

Q. What about sick and accident benefits?

A. That is in the formative stage, going through planning now, and we have been engaged with several insurance companies to get facts and figures relative to the establishment of a benefit fund for those who are sick or injured in the course of their work.

Q. Have you bargained for all the employees in the plant?

A. That is one of the conditions that was stated in our collective bargaining agreement. We attempted to have it just for the members of the Independent Union but the company said that according to law that they could not do that, that there could only be one collective bargaining agent.

Q. In other words, any benefit you get by collective bargaining is given to all the employees?

A. All of the employees benefit in equal manner.

Q. Has the company discriminated in favor of the Independent Union?

A. Absolutely not. In fact, there have been several protests voiced in open meetings and throughout the shop that due to these lay offs at the present time it seemed to them that the opposite was the case, that the union men, the Independent Union men, were being laid off and the others kept on.

1133 Q. Has anything been said to the management about that?

A. Yes, it was stated to them, and they said, "We are going strictly by seniority, we don't give a darn what the union is you belong to; on our list you started on such and such a day in the department in which you are working, and when that time comes, why, your number is up."

Q. Have there been any attempt made on the property of any of the Independent members?

A. Yes, in the last several months—

Trial Examiner McCarthy: Attempts at what?

Mr. Reynolds: I object.

Mr. Wham: On the property.

Trial Examiner McCarthy: On the property?

Mr. Wham: Yes.

Mr. Reynolds: I object unless there is a purpose disclosed for a question like that.

Trial Examiner McCarthy: What is to be proved by this, Mr. Wham?

Mr. Wham: Well, as I understand, some of the union records have been missing.

Mr. Reynolds: What has that got to do with this hearing? Are you making charges against some specific man?

Mr. Wham: We don't know who did it.

Trial Examiner McCarthy: Do you think that is relevant to the issues in this case, whether it is something
1134 missing or whether some outside agency might have done it?

Mr. Wham: We are not contending that the C. I. O. did it.

Trial Examiner McCarthy: It would seem to the Examiner that it would not be relevant unless you can connect it up with someone in some manner.

The Witness: No, we can't name anybody, absolutely not, if we could we would take action.

Q. (By Mr. Wham.) Have you been followed or checked up on?

Mr. Reynolds: I object, if the Examiner please, on the ground that it is immaterial.

Trial Examiner McCarthy: I wonder if that would not be—the Examiner feels that that is in the same category as the invasion of property.

Mr. Wham: In this particular instance—

Trial Examiner McCarthy: Even if it were true, would it have any bearing on the issues in this case?

Mr. Wham: We simply wanted to show for the record that Mr. Linde has been checked on and followed.

Mr. Reynolds: I object to any statement like that going into the record and ask that it be stricken, in addition to the question.

Mr. Wham: Well, I am not going to press the point.

Q. (By Mr. Wham.) Is the payment of dues a necessity for continuing membership?

1135 A. No, sir. We consider any man who has paid dues in our organization a member, but that he cannot attend the meetings until he has paid up his membership.

Q. But you have continued to bargain for them?

A. Absolutely, we have done that for them, even for those who are not members, never have been members.

Q. The membership of your group designates the Independent as the bargaining agent, does it?

A. It does.

Q. And that is apart from any question of membership?

A. It is.

Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) What is your job now, Mr. Linde?

A. Now?

Q. Yes.

A. I am in the production department devoted to setting of rates and adjustments of claims of the men against the rates that are so set up, new rates, setting up tables for continuation of work.

Q. How long have you been in that department?

A. Since July, the middle of July.

Q. You got a promotion in July, didn't you?

A. No, sir, it is not a promotion.

Q. You make more money now, don't you?

1136 A. No, sir, in fact, I make around thirty to forty dollars a month less.

Q. What were you before July?

A. I was an arc welder, erection man, in there.

Q. Would you say that your duties now are more clerical than productive?

A. Yes.

Q. Now, you stated that Mr. Salmons asked you to join the C. I. O., is that a fact?

A. I did not state it directly, he said, "Do you want to go along?" That is what he said, and he and I talked, I said, for quite some time back and forth. I don't know just the period of time, but as I went back and forth, as we passed through the shop, he would stop and I would stop and we would chew the fat.

Q. He never specifically asked you to join?

A. Not by name.

Q. Now, you did not care much for the operation of the old employees board, did you?

A. Not in the final analysis, no.

Q. And do you know the reason why the old employees board had to be abandoned, changed?

A. Why, after the Supreme Court decision, I think it was the Jones Laughlin case on the Wagner Act.

Q. You said that you were dismayed when you

1137 heard that that decision came down.

A. Yes, sir.

Q. How do you explain that?

A. Because we had felt, just going back, we had been talking among ourselves about this group; that if this Act

was declared unconstitutional that we would have a much easier time of getting the plant all into one group without any of these outside influences being directed against it.

Q. You thought that you could get rid of the employee representation plan, or rather, get rid of the employer representatives on the plan?

A. Yes, it was—

Q. Now, on the same day that the decision went out you say you had some drinks and talked over ways and means of proceeding from that time on.

A. After our work in the evening, yes.

Q. Now, you heard about the S. I. O. U. at the Carnegie Steel plant?

A. Yes, S. E. I. L. O., it was.

Q. S. E. I. L. O.?

A. Yes, Steel Employees Independent Labor Organization.

Q. Did you know that the C. I. O. at that time had a contract with the United States Steel Corporation?

A. I don't know whether it was just that time, it was around about that time.

1138 Q. The Carnegie-Illinois is a subsidiary of the Illinois Steel Corporation, isn't it?

A. Yes.

Q. Was this organization functioning out there at that time?

A. The S. E. I. L. O. was, yes, sir.

Q. But the company was not dealing with it as the collective bargaining agent for its employees, was it?

A. Well, that is a question, because—I think there were four or five plants, as the men told me that I asked about that—there were four or five different groups, maybe three different groups, in Gary, South Chicago, Hammond. He was from the South Works, some place like that, that he called it, I don't just recognize it; and they were themselves each one under a head—well, I don't know just the set up out there.

Q. Did you ever belong to a union with a National or International affiliation?

A. No, sir.

Q. What was the basis of your distruct and dislike of outside unions?

A. It is nothing against them probably in the final analysis but in the last ten or fifteen years some of the acts, not in one union, but a greater number of them, were

pretty raw. At least, it was from the newspapers,
1139 newspaper reading, and naturally we form our opinions from newspapers generally. That was the basis of my objection, and from what I observed of them.

Q. These other three men were just like you, is that right?

A. In the principle involved, I think so, yes.

Q. So you proceeded to draw up a petition to get the sentiment of the men out there at the plant?

A. Yes, sir, which we did.

Q. You did that by circulating these petitions throughout the plant, didn't you?

A. They were circulated.

Q. They were circulated on company time, too, were they not?

A. I will not admit that.

Q. I am asking you whether it is a fact they were.

A. Will not say that because I don't know it for a fact, that they were. When they left our hands they were given before hours, and noon hours, and they sent them around to get signatures, and after hours. I did that myself, but as for the others, I could not say.

Q. You didn't see those others soliciting throughout the plant?

A. No, sir, because they were watching me, the bosses were watching me and I had to stay pretty close to home.

Q. Were the bosses watching the other eight or
1140 ten fellows that were passing these around?

A. I couldn't say that.

Q. Did you get any warnings from the bosses?

A. I did, I was told several times to cut out the monkey business and stick around the bench. Their welding shop is about 150 feet long, and I had occasion to go across the floor, and I was watched quite closely.

Q. Then you did leave your job in your attempt to solicit?

A. I will not admit that, because it was in the course of my work that I left my job.

Q. The boss just thought you were trying some funny business, is that it?

A. Yes, sir.

Q. You really were not?

A. He may have thought so.

Q. Now, you say that 760 employees had signed these petitions by Friday night?

A. According to my memory, roughly around that.

Q. Does that count the number that the foreman Splitz put down on the list too?

A. I don't think Foreman Splitz put any down there.

Q. You didn't hear anything about that?

A. No, this is the first I heard about it, when it was brought into evidence here.

Q. You just happened to see a lawyer's name in
1141 the paper shortly after that, did you?

A. Yes, sir.

Q. You saw Mr. Wham's name in the paper?

A. Yes, sir.

Q. So you decided, well, now, I know who a lawyer is, I will go and see a lawyer, is that it? What was the occasion on which you saw Mr. Wham's name in the paper?

A. Well, there were some papers telling about these recent cases that were coming up, and there was quite a bit in the papers about them, and I seen it someplace; and I talked to a man out there, that used to hang out in the neighborhood, and a great many fellows I had met here and there and the other place that worked out there, although I never worked out in that district.

Q. (By Trial Examiner McCarthy.) What district do you refer to?

A. The steel district in South Chicago.

Q. It is not at the plant?

A. Oh, no, no, no, it is entirely outside of the plant.

Q. Cases that arose in connection with some plants out in South Chicago; is that what you had reference to?

A. Yes, yes, that is what he was talking about.

Q. (By Mr. Reynolds.) Then you had heard of Mr. Wham before you read his name in the paper?

A. Around that time, I wouldn't say for sure,
1142 but I know it all dovetails in close connection.

Q. (By Trial Examiner McCarthy.) The point is, did Mr. Wham represent some of the companies in South Chicago?

A. He did.

Mr. Wham: Not companies, but unions.

Q. (By Mr. Reynolds.) What unions did Mr. Wham represent in South Chicago?

A. The S. E. I. L. O., from which our temporary constitution was drawn off of their temporary constitution.

Q. Do you know of any other independent unions that he represented?

A. Well, when we came into his office he stated that he

had, I believe, one or two. Now, I won't swear to that, you can verify it from him.

Q. One or two others besides Carnegie-Illinois?

A. One or two groups, something like that. In other words, he was telling us together what little experience he had, and thought maybe he might be able to help us.

Q. You felt that he had some experience in organizing independent unions?

A. No, he was not an organizer, he was giving us advice. In other words, that he was competent to give us advice.

Q. Didn't you know what you wanted when you went down to talk to him?

A. Yes, sir, we went down there—the main reason
1143 that we went down there was to get advice. With the little money that we had to spend our next procedure was to find out how much we could do. It was not with the intention of hiring him for a long time or for any time, we went down just like you are a lawyer, and I wanted a point cleared up, and I would come to you for a point of information.

Q. Why didn't you want to disclose your purpose over the phone to him?

A. Well, I felt that I couldn't tell him just what it was, the situation that we were in. I had in fact never seen him, and I wanted to look at him and see how he talked and form my own conclusion.

Q. Now, you say that you, Froling and Mr. Litster were delegated to approach the company with the list that you got. Who delegated you?

A. The committee that met on the Sunday afternoon and elected temporary officers.

Q. (By Trial Examiner McCarthy.) That is the committee of seven?

A. I think it was seven, yes; I think it was seven.

Q. (By Mr. Reynolds.) That was a self appointed committee, wasn't it?

A. Naturally.

Q. Now, at this time in your conferences with Mr. Berry you said that he had to get authorization from
1144 Mr. Kauffmann and the higher officials of the company?

A. Yes, if he was to sign it, he had to get authorization, if he did sign it, he didn't know whether he would, but he didn't have that authority himself.

Q. On the next day the agreement recognizing the union as the sole bargaining agent was signed by the company, wasn't it, on the 21st of April?

A. Yes, sir.

Q. At that time there had been no meeting of the membership of the Independent Union of Craftsmen?

A. Just this committee, which was later ratified.

Q. Just this committee?

A. Yes.

Q. No, was it about this time that the cards were printed, the first group of cards?

A. Yes.

Trial Examiner McCarthy: You mean the application cards?

Q. (By Mr. Reynolds.) The application cards for the Independent Union of Craftsmen.

A. Yes.

Q. Now, you said something about this small group of seven or so pooling money together to do some of this preliminary work?

A. Yes.

1145 Q. Was that the money that was used for printing the cards?

A. For hiring the hall and the printing of the cards.

Q. You later got reimbursed from the Independent Union?

A. Absolutely, I was secretary.

Q. These cards, the majority of them, were signed up in three or four days, you said. Is that right?

A. I wouldn't say— don't believe I said that. I said that the original thing that we sent around was signed up.

Q. (By Trial Examiner McCarthy.) You referred to that as the petition?

A. As the petition.

Q. You had first the petition which proposed to organize the union and then you had application cards, and then you had—

A. We have always filled out applications, but if the Board wants to—

Trial Examiner McCarthy: One is the petition and the other is the cards, I just want to see if we can keep it separate in the record.

Mr. Wham: Why not call it the list? First was the list, and the second are the cards. That would be all right.

Trial Examiner McCarthy: Yes.

Q. (By Mr. Reynolds.) I understood you to say that

the majority of the cards were printed up in three or four days and turned over to you?

1146 A. As they were signed up they were turned over to me.

Trial Examiner McCarthy: The list is Intervener's Exhibit No. 2.

Mr. Wham: The list would be No. 2.

Mr. Seyfarth: What was Intervener's Exhibit No. 1?

Trial Examiner McCarthy: That was Board-Intervener Exhibit 16, the constitution of the Independent Union of Craftsmen.

Mr. Reynolds: No, that is the recognition agreement.

Mr. Wham: No, that is the constitution.

The Witness: That is that little book (indicating).

Q. (By Mr. Reynolds.) Now, you say the cards were arranged in check number order, is that right?

A. They have been since then.

Q. How did you get hold of the check numbers?

A. Mr. Salmons requested Mr. Berry for a list of the men employed, and as we were going around in any group, when we gave them that list, we not only had them sign it, but put their check number down. That was just a matter in helping in our bookkeeping which I happened to think of, to keep them in order.

Q. Isn't it true that some of the papers that were sent around had the check numbers on the papers that the men were approached with?

A. Not that I know of, sir. I have asked about
1147 that. I might say at this time that I heard of that and I asked about that fact, and nobody knew anything about it.

Q. Do you—did you know that Russell Erickson went around soliciting applications?

A. He may have, I don't know him particularly, because the man by name I would not recognize, but possibly going through the shop I would. But his cards, if he did have cards, were not handled by me, I handed them to another man, who made the distribution.

Q. Now, the first meeting of the Independent Union you called was, you said, for the purpose of ratifying what you had already done, is that correct?

A. Yes, sir, what we had done up to that time.

Q. Now, will you describe how the ratification of what you had already done was accomplished?

A. Well, this meeting was called and at the meeting it was talked over, read and explained and voted upon.

Q. Well, how was it voted on? What was voted upon?
A. The ratification of what the committee had done so far up to that point, and they ratified the constitution and the promotion of the group.
Q. That was all done in one vote, wasn't it?
A. No, sir, I would not swear to this, now, but it seems to me there two votes taken.
Q. You haven't any minutes of that meeting?
1148 A. No, just rough minutes.
Q. You were secretary, though, were you not?
A. I was, but I was quite busy.
Q. You did not take any minutes, did you?
A. Yes.
Mr. Wham: We have the minutes and we can introduce them any time you want them.
Mr. Reynolds: Yes, I would be glad to see the minutes of the first meeting.
Mr. Wham: All right, sir, we will bring them in tomorrow morning.
Q. (By Mr. Reynolds.) You say a vote was also taken on the proposition of continuing the same self constituted officers in their positions?
A. Until a regular election.
Q. Do you know who made the motion to do that?
A. No, I could not swear to that.
Q. Do you remember that a rising vote was taken on that too?
A. A rising vote, yes.
Q. The crowd must have arisen five or six different times during the course of the meeting, is that right?
Mr. Wham: I object to that. There is no evidence of six or seven different votes.
Trial Examiner McCarthy: Two votes, as I understand it.
Mr. Reynolds: I don't understand it so. He said
1149 they voted on the constitution, and he said they voted on ratifying what they had done. Now, he said they voted on officers; I am trying to find out how many votes were taken.
Mr. Wham: I am a little disappointed in the attorney for the Board, not understanding.
Mr. Reynolds: I have been understanding you right along from the start.
Trial Examiner McCarthy: Proceed.
Q. (By Mr. Reynolds.) Thereafter you posted notices

of an election on seven bulletin boards of the union around the plant?

A. Yes, sir.

Q. Did you have anything to do with securing those bulletin boards?

A. They were entrusted to a man, I think the man's name was Kowatch. I think he agreed to put the orders through and pay for the cards and pay for the man's time to have them made.

Q. I am not talking about the cards, I am talking about the bulletin boards.

A. The bulletin boards, excuse me.

Q. They were made on the company's property, were they not?

A. Absolutely, and we had many other things made, and we paid for the time and material. They were put
1150 through as a private job for this one particular one.

Q. You had all of your printing of notices and so forth done in the company print shop, too, didn't you?

A. Yes, sir.

Q. You never did?

A. No, the Northland Printers. In fact, nothing I know of has ever been printed to my knowledge in the print shop of the Link Belt Company.

Mr. Reynolds: Mark these.

(Thereupon the documents above referred to were marked "Board's Exhibits Nos. 19, 20 and 21", for identification.)

Q. (By Mr. Reynolds.) I show you Board's Exhibit 19 for identification and ask you if you have any idea what that is.

A. Surely.

Q. What is it?

A. That is we are pleased to call a bill of material for current orders, material which goes through the shop for work done.

Q. That is an official bill of the Link Belt Company?

A. I suppose you can call it that.

Q. I show you Board's Exhibit 20 for identification and ask you what that is.

A. That is a little slip, notification of a business meeting of the Independent Union, where it was to be
1151 held, and the date.

Q. Would you say from a cursory investigation of those two papers whether they were done with the same type of machine, or the same machine?

A. Well, I would not say they were done on the same machine. They were done on a mimeograph. They were done on a mimeograph printer, or whatever you want to call it. They were not done in the print shop necessarily.

Q. Isn't it a fact that that small slip was done in exactly the same place that the large paper was?

A. I would not say that, because I have no proof of it, because I didn't print them.

Q. I also show you Board's Exhibit 21 for identification and ask you if you know what that is.

A. You have got me there, I must admit. This was put out by the election committee and it is news to me.

Q. (By Mr. Wham.) What is it?

A. It says, "Under the rules and regulations of the Independent Union of Craftsmen girl members as a group
1152 are entitled to select a steward (their representative). In order to facilitate election of your steward please indicate your choice on this primary ballot (indicate your selection). The three candidates having the highest number of votes will be eligible for the final election from which one will be voted on to act in this capacity."

Q. (By Mr. Reynolds.) Does the type on there bear any resemblance to this Link Belt record?

A. No.

Q. It does not?

A. No, I don't think so.

Q. It is the same color of ink, isn't it?

A. The same color of ink does not mean anything. You can buy that ink any place.

Q. Purple ink is just a little bit unusual, isn't it?

A. No, not necessarily.

Mr. Reynolds: Mark this, please.

(Thereupon the document above referred to was marked as Board's Exhibit No. 22, for identification.)

Q. (By Mr. Reynolds.) I now show you Board's Exhibit No. 22 for identificatio.. and ask you what it is.

A. That is another one of those little things they passed out.

Trial Examiner McCarthy: Identify it. What is it?

A. It was a notification of a meeting.

1153 Q. (By Mr. Reynolds.) Held on what date?

A. April 22nd.

Q. April 22nd?

A. Yes.

Q. That was before you had gone very far in your organizing work, wasn't it?

A. That was up—we were to have our first mass meeting that night, yes, sir.

Q. Now, you surely know what arrangement you made before that first mass meeting for whatever printing you did, don't you?

A. Yes.

Q. Where was this printed?

A. I don't know who done it.

Q. Where was this printed?

A. It was not printed in the print shop.

Q. Where was it printed?

A. A man stayed after hours the night before when no one else was around and ran it off of the machine.

Q. On company equipment, is that right?

A. Yes, sir.

Q. Did you get permission to do that from the company?

A. No.

Trial Examiner McCarthy: It is similar to the other three exhibits.

1154 A. No, sir. If you will look at the one, the type on this one is only two-thirds of the size of the others, that is, in my judgment (indicating). Now, take that one that I am speaking there, and the other one—no, the other one, this one here, and see how much smaller that type is (indicating).

Q. (By Mr. Wham.) Which exhibit are you talking about?

A. They are all the same number.

Q. (By Mr. Reynolds.) Board's Exhibit 21 is apparently in a little smaller type than Board's Exhibit 20, but Board's Exhibit 20 is in all respects, is it not, the same as the printing that appears on the Link Belt record?

A. Apparently.

Q. Don't you know that it is a fact that it is printed in the same place and with the same equipment that printed the Link Belt record?

A. I have admitted that.

Q. That is right, isn't it?

Mr. Seyfarth: I am objecting to the characterization unless a proper foundation is laid to show that that is a genuine Link Belt record. I would like to know where counsel for the Board got the record.

Mr. Reynolds: Let Mr. Berry look at it.

Mr. Wham: May I have that answer?

(Answer read as above recorded.)

The Witness: It was apparently the same.

1155 Trial Examiner McCarthy: 19 and 20 printed on the same machine.

Mr. Wham: 19 and 20 out on the same machine, is that right?

The Witness: Let me get those numbers right, I have denied one being on the same machine.

Q. (By Mr. Wham.) Which ones are you talking about?

Mr. Reynolds: Board's Exhibits 20 and 22.

Trial Examiner McCarthy: 19 he said.

Mr. Wham: 19 and 20, he said.

Q. (By Mr. Wham.) Are those the ones? (Handing documents to the witness.)

A. The same, they are apparently the same from the general looks of the type. Of course, I am not a topographer or anything else; but this (indicating) from the looks of the other ones, you can see the difference.

Q. Now, have you said that Board's Exhibit 20 is the same as Board's Exhibit 19?

Trial Examiner McCarthy: I think that is what he said, I think he admitted that.

Mr. Wham: That is what he has admitted.

Mr. Reynolds: No, he has admitted that Board's Exhibit 22, this one, for the April 22nd meeting, was the same as that.

Trial Examiner McCarthy: The same as what?

1156 Mr. Reynolds: As Board's Exhibit 19.

Trial Examiner McCarthy: Is that correct?

The Witness: Yes, I guess that is the one I spoke about.

Q. (By Mr. Reynolds.) Now, I asked you about the June 1st meeting, is that any different from that card?

Mr. Wham: Is this June 1st? (Indicating.)

Mr. Reynolds: Yes.

The Witness: There is a difference there, if you want to equivocate, which I am not in position to do. I would say yes. Of course, that is not for me to decide because I am not quite competent to do that.

Q. (By Mr. Reynolds.) I show you Board's Exhibit 20, being an announcement of a meeting of June 1st, and Board's Exhibit 22 for identification, being an announcement of the meeting of June 22nd, and ask you if they are apparently the same.

Mr. Wham: Which two are those, 20 and what?

Trial Examiner McCarthy: 20 and 22.

A. I would not necessarily say that they were run on the same machine. There are several differences which any observer can see.

Q. (By Trial Examiner McCarthy.) As secretary did you have charge of the supplies and cards and publications?

A. I did, but my duties were so rushed, I had so little time outside, I delegated to somebody else some
1157 of that stuff, just on the spur of the moment, somebody that I could depend upon to get this or get that. We were in the process of doing so many things I could not handle everything as I should.

Q. (By Mr. Reynolds.) Following the printing of the notice for the meeting of April 22nd how did you get your notices printed?

A. After that we had money which had come in. Do you mean from then on later through the organization?

Q. Yes, immediately afterwards. How about the next meeting, June 1st, that you notified the membership about?

A. On June 1st or after that?

Q. On June 1st.

A. As I just explained to the Examiner, I entrusted that to another man.

Q. You don't know whether this was prepared in the plant or not?

A. No, but from what you have asked you seem to think that it is.

Q. I am asking you if you think it is.

Trial Examiner McCarthy: I think he testified to that.

Mr. Reynolds: I will offer in evidence Board's Exhibit 19 labeled "Bill of materials, Link Belt Company," with certain information thereon; Board's Exhibit 20, which is a notification of the meeting of the independent union on June 1st; Board's Exhibit 21, being
1158 a notice to the girl members of the independent union; Board's Exhibit 22, which is a notice of the meeting of the independent union, according to his statement, for April 22, 1937.

Mr. Seyfarth: I would like the record to show my objection to the admission of these various documents on the ground that they are not properly qualified. The purported invoice of the Link Belt Company has not been identified as a true and correct invoice of the Link

Belt that was part of the corporation records; nor has it been established that it was made out on a typewriter or printing machine belonging to the company.

Trial Examiner McCarthy: Mr. Berry, do you know whether that is similar to what you use?

Mr. Berry: That copy there?

Trial Examiner McCarthy: Your bill of material.

Mr. Berry: That apparently is our copy.

Trial Examiner McCarthy: It will be received.

(The documents heretofore marked "BOARD'S EXHIBIT NO. 19," "BOARD'S EXHIBIT NO. 20," "BOARD'S EXHIBIT NO. 21" and BOARD'S EXHIBIT NO. 22," for identification, were received in evidence.)

Mr. Wham: I would like the record to show our objection on the part of the independent union also.

Trial Examiner McCarthy: The record will show that. Overruled, for both objections.

1159 Mr. Seyfarth: May I assign the further ground for the objection to the exhibits, if the Examiner please, that they are immaterial and irrelevant and have no tendency to prove any of the issues in this case?

Q. (By Trial Examiner McCarthy.) Mr. Linde, when this Board Exhibit 21 was shown to you you said it was news to you.

A. Absolute news.

Q. As secretary of the organization you knew the facts therein contained, didn't you?

A. The facts are true, but I still maintain that this is news to me, of its being printed, because the stewards were notified—our union was notified at that meeting, after they had ratified the constitution and elected their general officers, due to the lateness of the hour, that it was so late if we went ahead and had each group elect their stewards at that meeting, that we would be there until very, very late, and that it would be perfectly legal, so far as the union was concerned, if they would get together at some time, each group and choose stewards. This was done outside of the secretary's office entirely.

Q. (By Mr. Reynolds.) Do you know whether the company was ever paid for the services rendered to the independent union for making those seven bulletin boards?

A. I understand they were from the man that did it, he wrote out a check—not a check, an invoice to
1160 have them made, on the regular form, which we call time and material, just as if you went in and told

them you wanted something done, and it takes a man a couple of hours to do that, then it is charged against you. We have services like that for all men in the plant of various kinds.

Q. Have you ever paid the company so far as you know for any printing services, for the use of their mimeograph equipment?

A. No, sir.

Q. Have you ever used mimeographing equipment?

A. I have never, no, sir.

Q. Has the independent union used mimeographing equipment?

A. The independent union? None of the members were ever told to do so in any way, shape or form.

Trial Examiner McCarthy: Read the question.

(Question read as above recorded.)

Q. (By Trial Examiner McCarthy.) Can you answer that yes or no?

A. Well, I don't know that.

Trial Examiner McCarthy: All right.

The Witness: Of anyone being authorized.

Q. (By Mr. Reynolds.) Do you know whether it was ever done. That is my question.

A. You asked me if it was authorized.

Q. I did not.

Trial Examiner McCarthy: Will you read the 1161 question again?

(Question re-read.)

Trial Examiner McCarthy: If it was used.

A. If it was used? I have since learned that some of the boys stated to me that they stayed overtime at night when no one else was around.

Q. (By Mr. Reynolds.) Did they state to you whether they had permission to do so from the company?

A. No, sir.

Q. Was it permissible for a man to stay around the plant premises after working hours without authority from the company?

A. They get their authority this way. They say, I have a little work to do around here, I will be a little late around here; and in most cases, unless there is a known reason against it, why, it just goes off without any thought by anyone.

Q. Now, at the May 4th meeting how many people did you say were present?

A. At the May 4th meeting I should judge there were between four and four fifty.

Q. Between four hundred and four hundred and fifty?

A. Yes, sir.

Q. As a matter of fact, were there not about seventy-five people present?

1162 A. No, sir.

Q. At the May 4th meeting?

A. No, sir.

Q. Isn't it a further fact that about twenty-five people voted on the officers?

A. No, sir.

Q. Did the four hundred to four hundred and fifty participate in that vote?

A. Practically so. I believe we show in our records, in the minutes of that meeting—well, no, I would not swear as to that, I wouldn't swear to all of them—I think the lowest man on any of the balloting on the officers received at least seventy-five votes.

Q. Well, you were secretary, weren't you?

A. Yes, sir.

Q. You took the minutes?

A. Yes, sir.

Q. And recorded the results of the vote?

A. Yes, sir—I beg your pardon, I beg your pardon, before that election they had another temporary secretary, and I got down on the floor.

Q. (By Trial Examiner McCarthy.) In other words, you were not the secretary on May 4th, is that what you mean?

A. I was the first part of the meeting, and then I was down on the floor writing on the bulletin board, the
1163 names of the men as they were proposed, and they were voted on and the tally men were up on the stage with the others.

Q. (By Mr. Reynolds.) Do you have the minutes of that meeting also in your records?

A. Yes.

Mr. Wham: Sure, we have the minutes of all these meetings.

Q. (By Mr. Reynolds.) Now, when did this plan for the general council occur to you, or did it occur to you?

A. Right at the start on that Saturday morning. That is what I thought I brought out in my testimony, that it was brought out on a broad basis, so at the time, if we were successful we might get other plants to come in, to

join as member locals. It was set up from the very footnote on that plan.

Q. That was you idea, not Mr. Wham's?

A. No, sir, Mr. Wham suggested that part because we suggested that when we went down there looking for information.

Q. Did he also suggest that you incorporate?

A. No, that was an outgrowth of agitation which was agitated through the shop back and forth, bickering by the two factions, as you might call it. One said, you are no good, you have no charter. And the boys became very, very insistent, and some of them were led to believe that we could not exist without a charter. And it was
1164 brought up in the meeting. Several conferences back and forth between the members of the local and the general council, as it then was called, were held, leading up to that.

Q. Now, on May 4th you had your first conference with Mr. Berry on the question of collective bargaining, is that right?

A. There are so darn many dates I will have to look at this. I think it was around that time (examining paper) the primary discussion at that meeting was a wage increase.

Trial Examiner McCarthy: He has not asked you that, he says, is that the date.

A. He says, that is the first one that you went up for bargaining.

Trial Examiner McCarthy: He said, is that your first meeting, is that right?

Mr. Reynolds: For collective bargaining purposes.

Trial Examiner McCarthy: That is not an issue in this case. What do you propose to prove by this line of questioning?

Mr. Reynolds: I am attempting to bring out that they got along famously with the management as far as bargaining is concerned.

Trial Examiner McCarthy: The record already shows that.

Mr. Reynolds: Very well, I will not ask him very many questions, but I do want to ask him about the draft
1165 of a working contract which was submitted in that meeting of May 21st, as I get it.

Q. (By Mr. Reynolds.) Now, did Mr. Wham prepare a draft?

A. He had the general outline which we worked on.

Q. Do you know where he got the general outline?

A. From conversation and talk with our fellows as to conditions, and likes and dislikes, what we thought would be best for the men out there and how we could work to improve their conditions.

Q. It was his contract, was it?

Mr. Wham: No.

The Witness: Not necessarily, not at all.

Mr. Wham: I got that from the C. I. O.

Mr. Reynolds: That is what I thought.

The Witness: That is wonderful, I didn't know that.

Trial Examiner McCarthy: Let us have a five minute recess.

(Whereupon a brief recess was taken.)

Q. (By Mr. Reynolds.) Now, Mr. Linde, I hold in my hand this large group of petitions which were circulated by the—

Trial Examiner McCarthy: This is Intervener's Exhibit 2.

Mr. Reynolds: This is Intervener's Exhibit 2 for identification, yes.

Q. (By Mr. Reynolds.) You know, do you not, 1166 where these were prepared?

A. Not directly, but since you brought it out, it seems like they were prepared in the same local.

Q. In other words, it seems as though they were prepared on the company's equipment and with the company's equipment, is that right?

A. If you are so designating it.

Q. I am asking you.

A. I don't know.

Trial Examiner McCarthy: Could you have one copy of that inserted in the record?

The Witness: I think we have one.

Trial Examiner McCarthy: Just one copy, not the whole thing.

Mr. Wham: Maybe we have some blank ones.

Q. (By Mr. Wham.) Do you think we have?

A. No, I don't think so, we may have.

Trial Examiner McCarthy: Maybe you can make a photostat of one.

The Witness: Maybe among the sheets there is one. (Examining.) That is right, there are only four names on this one.

Mr. Reynolds: All right.

Mr. Wham: Here is one which has no names on it.

(Handing document to counsel for the Board.)

1167 Trial Examiner McCarthy: That will go in as part of Intervener's Exhibit 2. Mark that Intervener's Exhibit 2-A.

(The document heretofore marked "INTERVENER'S EXHIBIT NO. 2-A," was received in evidence.)

Q. (By Mr. Reynolds.) Do these petitions, Mr. Linde, represent all that were circulated?

A. That were turned in to me, yes, sir.

Q. You say there are 760 names?

A. If I am not mistaken. If I am not badly mistaken, I would not want to swear to the amount. I think it was 760. You could count them and verify them if you wish.

Q. The cards were circulated afterwards?

A. No, I don't know anything about that. All I do know, all I say, that due to the circumstances they just distributed single sheets around, and as they ran out of sheets, of that single sheet, someone had the bright idea of adding cards.

Trial Examiner McCarthy: Well, that exhibit is really the organization, the preliminary organization.

Mr. Wham: That is right.

The Witness: Yes.

Q. (By Mr. Reynolds.) Where were these cards obtained, these blank cards?

A. I couldn't say, I couldn't say.

Q. You mean you don't know?

1168 A. I do not know. If I did I would be glad to tell you.

Q. Now, the Independent Union of Craftsmen had two meetings last week, did they not?

A. Yes, sir.

Q. What occurred at the meeting on Wednesday night?

A. On Wednesday night we called a special meeting, for the meeting on the citation, as we designate it, on the hearing to be held between the Labor Board and the Link Belt Company so that if we wished to that we could come in as partners in the case. That is our understanding of it, by representing and defending ourselves and putting in any evidence that would be offered at that time.

Q. Was that a regular meeting of the independent union?

A. No, sir, because our regular meeting was not until

Friday night, and we felt very possible, and if a decision was made to do so, that we would need all the time that we had at our disposal to get our records together, because this came like a bombshell to us after we thought we had it settled some place before.

Q. What action was taken if any on Wednesday night?

A. The discussion, after the reading of the citation, was around the cost.

Q. (By Trial Examiner McCarthy.) You mean the complaint, do you not?

A. Yes, the complaint, I call it the citation. It
1169 was around the fact. The union has been hard at work the last sixty days leading up to this benefit which I mentioned some time ago, and the gathering of funds to get ourselves in a financial swing that we would be able to carry this on without any thought of danger; in other words, to have a financial background. While the Board was for it one hundred per cent, with this coming us, they didn't kind of feel that they wanted to spend too much money, just to go out and hire a lawyer indiscriminately any more, because there was a certain group of men which felt that our initial expenses were rather high, and it was decided at that time not to hire an attorney. They felt that it was a matter—

Q. (By Mr. Wham.) You mean, you decided not to hire an attorney?

A. Yes. They felt it was a matter on which they would like to have representation, but as it came out and was explained to them, they didn't have a definite set figure from the lawyer, so they turned down the proposition.

Q. (By Mr. Reynolds.) You mean it was put to a vote?

A. It was.

Q. How many members present?

A. I should say there were around 80. The room where we were was a small room, of course, but it was quite well filled.

Q. Now, what happened at the meeting on Friday night?

1170 A. In the meantime we got busy and came down to Mr. Wham and told him about a definite figure, because he had quoted an indefinite figure to us, that we felt we could not retain him, that we would just have to come down and take our chances without any counsel because we didn't have any definite figure to go on.

Q. And you had been in touch with Mr. Wham before the meeting Wednesday night?

A. Oh, naturally. The Labor Board sent its summons to his office and he received it for us conditionally, and naturally he calls up and got in touch with us.

Q. How many were present at the meeting on Friday night?

A. I should say there were about seventy, sixty-five to seventy-five in round numbers.

Q. A smaller number than were present on Wednesday?

A. Yes, but that is something over which you have no control. It was well advertised through word of mouth and bulletin board notification, but as you all know if you ever belong to anything and talk to anybody like that unless it is a meeting—I am talking a lot on hearsay of fellows who have been in organization work all their life, interested one way or another, it is difficult to get anybody out to a meeting as a rule. For that matter, we considered that we—that it was a very representative meeting, because there were groups—I couldn't swear to
1171 that—but there seemed to be from each department a representative group.

Q. In other words, from sixty to seventy-five people?

A. Yes, and there were two or three employees of each group, from each department at least.

Q. How many would you say were office workers?

A. I am not prepared to say that because I never counted noses, I had no occasion to.

Q. What is the usual proportion of the office workers to the plant workers in your meetings?

A. As a general rule, just offhand, I would say that the office workers are very much in the minority because we very seldom ever have more than the girl steward present to represent the girls; and there may be a steward and three or four from the office group, sometimes more, sometimes less. It just depends—if the men in the office group have to work overtime, and they are at liberty to come over, they sometimes do, you know, on their way home.

Trial Examiner McCarthy: I think that has been covered.

Q. (By Mr. Reynolds.) What is your average attendance in all these meetings?

A. I should say around forty to forty-five. There is

sometimes more. Now, I am not speaking of the stewards' meetings.

Q. (By Trial Examiner McCarthy.) Excuse me, what was the result of the meeting on Friday to consider
1172 the action on Wednesday? Did you consider it on Friday?

A. Yes, sir. He took me up on something else, and I just didn't finish the answer.

Q. (By Mr. Reynolds.) Who reopened the matter on Friday?

A. The president of the local.

Q. What happened then?

A. He stated that we had been down to see the attorney, and that we would like to get an answer at a definite figure within reason, as to what his charges would be, whether they would be three or four thousand dollars, or whether they would be three or four hundred dollars, whatever they might be, to give us something that we could definitely report on, because on Wednesday night the meeting all through—the thought seemed to be that we didn't know whether we could go along, whether we could have a definite figure or he could stick us for years to come, so we went down there and he gave us a definite figure.

Q. (By Trial Examiner McCarthy.) You reconsidered it and it was approved?

A. Yes, sir, it was reconsidered and approved.

Q. (By Mr. Reynolds.) What was the voting proposition?

A. The vote was unanimous.

Q. Do the stewards in the independent union collect dues on company time?

A. Some few of them may have because the men
1173 as they go through, they are on the way for their pay, to the pay department where they get their pay out of the window, and that is six to eight hundred feet—I wouldn't say eight hundred, maybe six hundred feet from those in the northeast corner where the pay window is down to the southwest corner section.

Q. (By Trial Examiner McCarthy.) Your point is the men may have to walk four to six hundred feet to get their pay?

A. Yes, sir, and while he is coming back he may stop and pay his dues.

Q. (By Mr. Reynolds.) You don't have any understanding with the company as to how your stewards can collect dues?

A. Yes, sir.
Q. What is your understanding?
A. That they get fired if they get caught collecting them during working hours.
Q. No collection during working hours?
A. That has been the company's rule.
Q. Does that rule hold true so far as solicitation for membership is concerned?
A. It did, because several of us got hell for doing it; pardon the French.
Q. Nobody got fired, did they, for doing that?
A. I couldn't say that they did, no, sir.
Mr. Reynolds: That is all.

1174 *Examination by the Chair.*

Q. (By Trial Examiner McCarthy.) May I ask one question?
A. Yes.
Q. At that ratification meeting on April 22nd, the meeting started at 6:30, is that correct?
A. Well, I will tell you, it was called for 5:30 or 6 o'clock.
Q. Early in the evening?
A. Some of the boys did not get out of work until after that. It was—
Q. What I am trying to get at is it was on their way home from work, not late in the evening?
A. No, not late in the evening.
Q. You say the attorney explained the meaning of the Wagner Act to the members and the part that the company could play under the Supreme Court decision. Then I have a notation here that you said when Mr. Wham asked you a question about finances, you used the expression "under the guise of dues." What did you mean by that?
A. That is the way our finances arose, from the dues.
Q. The word "guise" means something different, does it not?
A. That was—
Q. That was a mistake?
A. I used incorrect English in that connection be-
1175 cause there was no guise about it.
Trial Examiner McCarthy: Any questions?
Mr. Seyfarth: Yes.

Cross-Examination.

Q. (By Mr. Seyfarth.) You testified, Mr. Linde, that you had an understanding with the company regarding the solicitation for membership or the collection of dues on plant property on company time, but did you ever have any conversations regarding those subjects with the company?

A. The foreman came around and stated that to us.

Q. (By Trial Examiner McCarthy.) Which foreman? What is his name?

A. We have a general foreman by the name of Mr. Longwell, and it was let known through his other foremen under him. The men were told—they were asked: are you collecting dues or what? You are on union business. My God, don't let me catch you or we will fire you, or words to that effect.

Q. Did he give that warning once or did he give it more than once?

A. Well, I know that there has been—I won't say the same foreman now, but different foremen have cautioned different men, because they come to me saying, "You know, I got hell bawled out of me for walking around the shop. They said I was collecting dues." I said, "If you are not, tell them so."

1176 Q. To your knowledge would you say the warnings were issued repeatedly by the foremen and supervisors not to collect dues or solicit membership on company time or property?

A. From my experience—

Q. (By Trial Examiner McCarthy.) Can't you answer that yes or no?

A. I want to say what I have—

Q. You can answer that yes or no and then explain your answer.

A. Yes.

Q. Now, you can explain your answer.

A. Because as far as I know, and from my personal experience, men have complained to me on different days that they were called on going to the plant from one job to another, when they were in the transaction of their regular business. They complained that the foremen would stop and call them, and want to know if they were collecting dues or what.

Q. Would they complain to you on the ground that they were about their business at the time?

A. Yes, they wanted to know if they had to stand for it, and I said, "Yes, that is the company's right."

Q. You testified that the notice of the trial came like a bombshell.

A. Yes, sir.

Q. What was it that made it come like a bombshell to you?

1177 A. Well, this agitation has been going on now since we went into direct action, for about nine or ten months, and the threat has been hurled repeatedly at the independent union that as soon as the Labor Board got hold of us we would be no more, that the men had better get in with the other side or they would have to come around on their bended knees to beg for jobs, and they would be shoved out in the streets without a job, and they couldn't get a job any other place, and this all led up to around the time —I think it was broadcast all over the shop for weeks ahead of that time that November 22nd was set as the date of the hearing by the Labor Board, and we were all pepped up, on edge, waiting for that day. That day came and nothing materialized; and the thing kept going on and going on without anything being done about it. The independent union, if I may say so, has always wished for this opportunity to come in to court and prove its legitimacy. And things were going on, and we could not find out anything. Men in the organization would come up to the meetings, and they would punch us with that inquiry: When is the Labor Board going to call this trial, when is the Labor Board going to do this, when is the Labor Board going to do that, and we had to stand there and say, "We don't know, we don't know." When you have a group of men hounding you, and you have to keep putting them off and putting them off, you have to wrack your brains to
1178 give them an answer. And when it did come it seemed like a bombshell. It came when we were busy with our thought preparing for this benefit.

Q. (By Trial Examiner McCarthy.) What do you mean, the insurance benefit?

A. Yes, this insurance and sick benefit that we were preparing for, and when it came, it was just like that, it took our breath away. It was on a Friday night, I believe it was when Mr. Wham tried to get hold of me about it. We were at a stewards' meeting. He called my home and asked for me. My wife said she didn't know where I was, I was at a stewards' meeting, but she didn't know what the telephone number was at the stewart meeting.

Q. (By Mr. Seyfarth.) That is the reason you said to the Examiner that it came like a bombshell?

A. Correct.

Q. I show you Board's Exhibit 19 for identification and ask you if you ever saw that document before. (Handing document to witness.)

A. Not to my knowledge, only when Mr. Reynolds presented it to me.

Q. Do you have anything to do with the office routine at the Link Belt Company?

A. Not with its control or anything like that, no, sir.

Q. Did I understand you to say that the printing
1179 on Board's Exhibit 21 appeared smaller than the printing on Board's Exhibit 19?

A. I should say so.

Q. How about the printing on Board's Exhibit 22, is it smaller or larger than the printing on Board's Exhibit 19?

A. They are practically the same size, but the spacing of the letters is considerable different in certain specifications and characterizations.

Q. How about the printing on Board's Exhibit 20 in relation to the printing on Board's Exhibit 22?

A. I glanced at these, just glanced before, it has one or two—let me see (examining documents). Well, the reason I made that statement in regard to this one and this one (indicating) there was some of the lettering that seemed to be a little different on my examination, but I doubt it. I called attention to that one over this bottom one (indicating).

Q. Now, Mr. Linde, would you say from your inspection of the documents just handed to you that they were written by the same typewriting machine?

A. No, I would not.

Q. Would you say that the only similarity in the printing of the four documents just shown to you is in the color of the ink?

A. That seems to be the only similarity. I wish
1180 to make it clear that I am not qualifying myself as an expert.

Q. Just a minute, you have answered the question.

Trial Examiner McCarthy: We understand that.

Q. (By Mr. Seyfarth.) Do you know the name of any men that stayed at the plant at night for the express purpose of doing some printing work?

A. I did not at the time.

Q. Do you know now?

A. I know of one.
Q. What is his name, please?
A. Ellson, Johnnie Ellson.
Mr. Wham: Bob Ellson.
The Witness: I think it is Johnnie Ellson, I wouldn't swear to that.
Q. (By Mr. Seyfarth.) That is, to your best knowledge?
A. Yes.
Q. What does he do for the Link Belt Company?
A. I understand they call it an order clerk, something like that.
Q. He is an order clerk?
A. He writes out these orders.
Q. Is he a member of your organization?
A. He is.
Q. What part of the plant does he work in?
A. He works, I think they call it, the central plan-
1181 ning room, I think that is it.
Q. The central planning room?
A. Yes, on the second floor of the shop office.
Q. He is not a foreman, is he?
A. No, sir.
Q. Do you know of anybody else who stayed at night?
A. I do not.
Q. Do you know whether this man John Ellson got permission from the company to use this machinery and equipment?
A. I haven't inquired into it.
Trial Examiner McCarthy: You can answer yes or no.
Q. (By Mr. Seyfarth.) Do you know?
A. No, I couldn't state that.
Q. Now, regarding the bulletin boards, has your organization got any sort of a receipt that it paid the Link Belt Company any money for making these bulletin boards?
A. The boards were made in the name of a man in the organization and I am quite sure that he gave a receipt, got a receipt for the money and returned it to us.
Q. What is the man's name?
A. I think it is John Kowatch. I can verify that probably by tomorrow noon.
Q. Is John Kowatch a member of your organization?
A. He is.
Q. Is he a foreman?

1182 A. He is not.

Q. Do you know how much he paid for the bulletin boards?

A. I do not.

Q. Did your organization reimburse him for the money he paid for the bulletin boards?

A. I think he did, it was agreed that he would be.

Q. Did you yourself or as an officer of the independent union ever have any understanding with any official or foreman of the Link Belt Company that these bulletin boards were to be made and billed to John Kowatch?

A. Not to my knowledge, we turned that matter over to John.

Q. That is then, you left it to John entirely as to how he was to get the bulletin boards?

A. Yes, sir.

Q. Had you talked to any officer, director or member of the supervisory force of the Link Belt Company prior to turning this matter over to John Kowatch?

A. Not in the matter of getting the bulletin boards made. In our contract agreement with the company we spoke of bulletin boards. The company had bulletin boards, other bulletin boards, and they would not allow the union matter to be put on them, so we put forth the plea that any recognized union in a plant had their own bulletin boards for their own matters to be posted on.

Q. Who did you take that up with? Was that Mr Berry?

1183 A. Mr. Berry, yes, sir. He came back and said that as we were a recognized union we could have one bulletin board in each department, but we were not under any consideration to put anything on the company's bulletin boards.

Q. Was anything said by Mr. Berry or by you with regard to the place where the bulletin boards were to be made or obtained?

A. No, sir.

Q. Referring to the cards that you say were used after the lists ran out, do you know who obtained those cards?

A. I do not.

Q. Did you obtain them?

A. No.

Q. Do you know whether or not they came from the company?

A. I do not, I could not state that.

Q. Now, what is the fact, Mr. Linde, as to whether there is an intense rivalry among the members of the C.I.O. group and your group in the Link Belt plant?

A. The only and best indication I can state right offhand would be that nearly everyone of either group at times, one time or another, wears his button indicating that he is adhering to one or the other, and to the fact that there has been so much bickering among the employees—

Q. (By Trial Examiner McCarthy.) The answer is that there is a strong rivalry between the two fac-
1184 tions; doesn't that seem to be it?

A. Strong rivalry between the two factions, that is admitted, yes.

Q. (By Mr. Seyfarth.) That is the question. Mr. Linde, what is the fact with reference to whether you have strict control over the members of your organization in the matter of their statements concerning union activity in the plant of the Link Belt Company?

A. Control over them?

Q. Yes.

A. I have none whatsoever, not as to what they say.

Q. For all you know they may make statements while they are working in the plant of the Link Belt Company, isn't that right?

A. Sure.

Q. And those statements might be concerning union activity, is that right?

A. No doubt of it.

Q. Those are things over which you have no control?

A. No control whatsoever, because every man is responsible to himself.

Q. Now, from your experience in union work, would you say the same condition exists with reference to the C.I.O. group, that is, that their leaders haven't the control over the men so far as their statements and acts
1185 concerning union activity in the plant are concerned?

A. Well, I would say that it is quite a bit different than it is with us, because they have control from what I have seen and from what—probably it is just hearsay—but from what we read in the papers going around.

Q. (By Trial Examiner McCarthy.) You miss the point of counsel's question; that is, that they have no more control over their men than you have over yours.

A. I think they have because they have different tac-

tics and plans, different tactics as to what they may do or say.

Q. (By Mr. Seyfarth.) Now, Mr. Linde, I want to ask you whether or not you know of any acts whatsoever or statements which have been performed or uttered by any agent who is a member of the supervisory force or an officer or director of the Link Belt Company which to your knowledge has advised or urged or warned employees to join your union?

A. No, sir.

Q. I will ask you the same question as to whether you have heard any such statements or observed any such acts with reference to the company fostering, promoting or encouraging the growth of your union?

A. No, sir, I have not.

Q. I will ask you the same question with regard to whether you have observed any acts or heard any statements which would indicate to you that the company or 1186 any of its officers or supervisory force or directors dominated or interfered with the administration of your union?

A. No, sir.

Q. I want to ask you the same question regarding the matter of any financial or other support of your union?

A. No, sir.

Mr. Seyfarth: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Did you ever have any foremen attend your independent meetings?

A. Not after the attendance was protected by membership cards, because we do not admit any foreman or supervisor in the union meetings or into membership in the union. Several of our men—one in particular, who was up as president, he became a supervisor in the first three weeks, he was promoted to supervisor—I understand he was sent to Pittsburgh to supervise the erection of a job or something up there, whatever it may be, and he had to resign. There were several other men—

Q. (By Trial Examiner McCarthy.) Why did he have to resign?

A. Because our by-laws provide no man in the supervisory or executive force of the company can in any way be a member of the union. There are two or three others—

Q. (By Mr. Reynolds.) At the first meeting of the independent union were there foremen present?
1187 A. You mean the mass meeting?
Q. The mass meeting.
A. I cannot say because anybody in the good God's world could have come into that meeting, it was an open meeting. Anybody and everybody was welcome. We barred nobody. There were people who never heard of the Link Belt Company possibly who were in that meeting.
Q. You never heard of any foreman assisting in soliciting for the independent union?
A. No, sir. If so, I would have tried to make it my business to go over there and stop it and take the lists away from him because—
Q. You did in some cases do that?
A. What?
Q. You did in some cases do that?
A. I did not.
Q. Take the list away from supervisors?
A. No, I did not, because I said I never heard of it, no.
Q. You would have if you did hear of it?
A. I would have if I did hear of it, yes, I would have done so, and if I couldn't have got around I would have had someone else do it for me.
Q. It never came to your notice that any foreman was doing anything like that?
A. No, sir, I will assure you of that, so far as I
1188 am concerned.
Trial Examiner McCarthy: You have answered "No, sir."
Mr. Reynolds: That is all.
Mr. Wham: That is all.
Mr. Seyfarth: That is all.
(Witness excused.)
Mr. Wham: I don't see any other witnesses here. I thought there would be one or two here, but they did not show up, so I don't know what I can do about it.
Trial Examiner McCarthy: We will adjourn until 9:30 tomorrow morning.

(Whereupon, at 9 o'clock P. M., Friday, March 18, 1938, an adjournment was taken to 9:30 o'clock A. M., Saturday, March 19, 1938.)

1189 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

(Caption XIII-C-303)

Room 777, United States Court House,
Chicago, Illinois,
Saturday, March 19, 1938.

The above entitled matter came on for hearing, pursuant to adjournment, at 9:30 o'clock A. M.

Before:

Hugh C. McCarthy, Trial Examiner.

Appearances:

Stephen M. Reynolds, Attorney, appearing on behalf of the National Labor Relations Board.

Messrs. Pope & Ballard, by Henry E. Seyfarth and William F. Price, 120 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Respondent, Link Belt Company.

Benjamin Wham, 231 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Intervener, Independent Union of Craftsmen, Local Lodge No. 1.

1190 PROCEEDINGS.

Trial Examiner McCarthy: You may proceed.
Mr. Wham: Mr. Litster, will you take the stand.

JOHN LITSTER, a witness called by and on behalf of the intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?
A. John Litster.
Q. Where do you live, Mr. Litster?
A. 1517 South 60th Court, Cicero.
Q. Illinois?
A. Illinois.
Q. And where do you work?

A. For the Link Belt Company, Pershing Road plant.
Q. How long have you worked there?
A. Eleven years.
Q. What department are you in?
A. Engineering department.
Q. Did you hear Mr. George Linde testify yesterday?
A. Not the total, no.
Q. Well, you were here until almost 5 o'clock, weren't you?
A. Yes, approximately.
Q. And if you were asked the same questions
1191 that were asked Mr. Linde would your answers be approximately the same?
A. They couldn't be any different.
Q. You were one of the original organizers of the independent, were you not?
A. Yes, sir.
Q. During the meeting of April 21st, or April 22nd, rather, you presided, didn't you?
That was the first open meeting?
A. Yes.
Q. Will you tell us about that meeting.
A. There was a meeting called, open meeting for all the employees of the Link Belt plant at Pershing Road. That was at 3133 South Halsted Street, Lithuanian Hall. We had in round numbers about five hundred present. I was chairman, temporary chairman, and I called the meeting to order. And after I called the meeting to order and explained to the men what it was all about, I asked for a temporary chairman and also a secretary, a temporary secretary to take the minutes for this meeting. A motion was duly made from the floor and seconded, that Litster be temporary chairman, and that Linde be temporary secretary. I put the motion—
Q. That was just for the meeting?
A. That was just for the meeting. I put the motion to a standing vote. The vote was about, I would
1192 say, 475 for and 25 against.
Q. Go on.
A. After that I made a little speech telling the why and wherefore of this meeting and what we were intending to do and what had been done. And after that I told them that I was going to introduce our learned counsel, and he would—
Q. You are sure that you used the word "learned"?
A. Either learned counsel or barrister, whichever it

was; to read our constitution and go through it in detail, and give all the legal technicalities and explain it as best he could to the men; and also explain the Wagner Act to the best of his knowledge. After doing this I introduced Mr. Wham and he took the platform.

And Mr. Wham started off with a speech before he read the constitution, and then he got to the constitution and went through it in detail, and stopped at numerous places to explain everything as far as he could to the men. When he got through with that he also mentioned about the Wagner Act, and all the technicalities that he knew about so that the men would know as to exactly what was what.

After that there was some discussion from the floor. There was one party got up, who is by name Paul Bozurich. He had a constitution in his hand and got up and waved it around and did a lot of hollering and would not let anyone else have the floor. Before that he
1193 had been declared out of order. I wanted to have it as open as possible but I wanted everybody to have their say. He monopolized the floor with his loud talk; nobody could get a word in edgeways. After he got well under way a man by the name of Johnson came down the center aisle from the back with his coat open and his shirt out, slightly inebriated, and he cut loose at the speaker, Mr. Wham. All he did was to holler at him and Mr. Wham did not get a chance to answer yes or no, he couldn't hear himself.

A few more joined in with these two in their racket, with the consequence that the hue and cry went up, "Throw them out." Instead of throwing them out, there was a party at the rear, of our organization, who escorted them out politely. From then on the meeting went on peacefully. Then when Mr. Wham was through—

Q. Just a minute. Mr. Bozurich was not taken out, was he?

A. If he was not taken out, he piped down anyway. Then the next thing that was done was this constitution had to be passed by the house; and also they had to put the O. K. on the doings of its officers.

Trial Examiner McCarthy: Excuse me, but didn't a prior witness cover that this morning?

Mr. Wham: Pardon me?

Trial Examiner McCarthy: Didn't a prior witness cover this ground?

1194 Mr. Wham: One reason I thought I would let him cover this meeting was because the Board's witnesses, some of them, covered it.

Trial Examiner McCarthy: Yes.

Mr. Wham: I just wanted to be sure that we did not go by default on the matter.

Q. (By Mr. Wham.) Just make it as brief as you can. Go ahead and say what was done.

A. In short words there was a vote taken to ratify what had been done, and also pass on the constitution. That was taken by a standing vote and passed. After that there was a discussion of the officers. As temporary officers, they did not see fit to accept us without a vote. That was perfectly O. K., and after a lot of debating back and forth it was decided within a month an election would be called, a closed election for members only; and that each department would put up their representative; their man or a number of men, if they wished, and there would be a secret ballot taken, and everything would be on the up and up. That satisfied the men; and there was a motion put up, duly made and seconded, and voted on. After that the meeting adjourned.

Q. Was there any action taken to elect temporary officers and delegates for that interim until the regular election?

A. That is correct, they were elected temporarily 1195 to hold office until this date of the election, which was to take place within one month. They were known as temporary officers.

Q. Now, the attorney for the union discussed the Wagner Act, you say. Did he say anything about what function or what position the company occupied with reference to a union?

A. In your speech you stated that the union could have nothing whatsoever to do with us; they couldn't hinder us, they couldn't stop us so long as we didn't do anything on their time, and then they would have a perfect objection.

Q. Did I say anything about—

Mr. Reynolds: I object to putting testimony in the mouth of the witness. Let the witness tell what was said if he remembers.

Mr. Wham: The witness is doing very well, I think.

Mr. Reynolds: With your help, yes.

Mr. Wham: I thought the Board's attorney led his

witnesses very well. I think he had a ring in their nose.

Q. (By Mr. Wham.) Go ahead, Mr. Witness.

A. Further on the Wagner Act, you mean?

Q. Yes, in connection with whether or not the company could assist the union, what was said?

A. He said that the company could not have anything whatsoever to do with the union; that they could not
1196 hinder or assist in any way, shape or form.

Q. Do you recall my saying that a company could not help a union financially directly?

Mr. Reynolds: I object, if the Examiner please, to this. It is leading.

The Witness: They could not help the union.

Mr. Reynolds: I want a ruling on this.

Mr. Wham: One of your witnesses, Mr. Bozurich, testified directly that I told him, or told them there, that the company could not help them directly, but it might be arranged.

Trial Examiner McCarthy: Through arrangement?

Mr. Wham: Yes.

Q. (By Trial Examiner McCarthy.) Was there anything said about that?

A. Absolutely nothing.

Trial Examiner McCarthy: Have we got the minutes of that meeting?

Mr. Wham: Yes, they will be over here in a little while, I just don't have them now.

Q. (By Mr. Wham.) Now, were you one of the collective bargaining committee? By the way, did you later have an election?

A. We later had an election within a month, I don't remember the exact date. It was in the same hall.
1197 We had approximately 450 there, about 450. There were blackboards put up on the stage and candidates' names were put on the blackboard for each office as they came up. Before this all got under way there was a committee nominated for the counting of the ballots and to take care of the ballots.

Q. Tellers?

A. They were tellers, or whatever they call them.

Q. Yes.

A. And as each office came up it was voted on, the whole unit voted on it. They elected a president, vice president, secretary and treasurer, and last the three

delegates. There were a number running for the delegates, and the three highest in votes were the elected ones. After that was over with the meeting adjourned.

Q. And how were the nominations made?

A. The nominations were made from the floor.

Q. Were departments given any particular rights in the matter I mean, as departments.

A. And when they started off I think the majority of the departments had candidates up, and then there were a number who withdrew themselves after being nominated.

Q. What position did you occupy in the union?

A. I was elected that night as a delegate.

Trial Examiner McCarthy: Is a delegate the same as a steward?

1198 Mr. Wham: No.

Q. (By Mr. Wham.) What is a delegate?

A. A delegate is the executive council. They are the high officers over the local or the following locals that may join. We are the governing body.

Q. So there being only one local you elected three from that local?

A. Three, according to our constitution. According to our constitution we had three. If we brought in any other union one would be dropped off, resign, and another one would come in.

Q. What was the body called, this overall body?

A. Well—

Q. That is set out in the constitution, isn't it?

A. That is set out in the constitution, I can't remember it.

Q. Did that overall body, or general council, did that organize?

A. Did that organize?

Q. Yes.

A. Take part in the organization?

Q. I mean, did it elect officers?

A. It elected its officers, yes. There were the president, vice-president and secretary-treasurer elected.

Q. Who were elected?

1199 A. The election took place—

Q. I mean, who were elected?

A. Of these delegates?

Q. To what offices?

A. The three delegates who were elected were Litster, Froling, Linde.

Q. They got elected offices, but who were elected to what office?

A. On their voting they elected Litster president, Ray Froling vice president, George Linde secretary-treasurer.

Q. You are Litster?

A. Yes, sir.

Q. And have you held that position since that time?

A. Yes, sir.

Q. And it is already in evidence that that union incorporated. What is that overall body called now?

A. That overall body is called the Board of Directors since the taking out of the charter.

Q. Where are the directors elected from?

A. The directors are elected from—

Q. From what plant?

A. Now, there are two locals, there are two Boards of Directors from the Pershing Road plant and one Board of Directors—

Q. You mean two members of the Board of Directors?

1200 A. That is it.

Q. From the Pershing Road plant and one from where?

A. And one from the Caldwell-Moore plant.

Q. Are you still president of it?

A. Yes, sir.

Q. Who are the other officers?

A. The other officers is Bill Bell of Caldwell, who is vice president, and George Linde, who is the same secretary and treasurer.

Q. Now, you heard Mr. Linde testify as to collective bargaining with the company?

A. Yes, sir.

Q. And were you with him there that whole time?

A. Yes, sir.

Q. Would your testimony be the same concerning it?

A. Practically exactly.

Q. Has the company ever assisted or offered financial aid to the Independent?

A. What?

Q. Has the company ever assisted, either financially or otherwise, the Independent Union?

A. No, not to my knowledge.

Q. Have you had any understanding with the company or any of its officers which would in effect be any assistance to the Independent Union?

1201 A. No, sir, not to my knowledge.

Q. Did you assist in the original solicitation for members about April 14th, 15th and 16th, along in there?

A. I helped in that, yes, sir.

Q. And did you obtain some subscriptions yourself?

A. Yes, sir.

Q. How did you go about it?

A. We had this list for membership, application for membership, with the heading on it, and we had one—I had one, and I was going to cover the office, and I went ahead with that and got a few.

Q. Aside from the details, what time with reference to working hours did you solicit?

A. Morning, noon and at night, and once during working hours, and I got bawled out and I cut it out.

Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Were you also dismayed when the Wagner Act was declared constitutional by the Supreme Court like Mr. Linde?

A. You mean by dismayed, I thought it would go the other way?

Q. (By Trial Examiner McCarthy.) What do you think dismayed means?

A. Well, dismayed—

1202 Mr. Wham: Just answer the question the best you can.

A. Whether I was surprised or not?

Mr. Wham: Don't let's quibble over definitions. Let's get ahead with the testimony.

Q. (By Mr. Reynolds.) Were you disappointed?

A. No.

Q. Were you encouraged?

A. Yes, sir.

Q. For what reason?

A. Because we could form an independent union of our own men and govern ourselves and not be stopped, see.

Q. Now, at the meeting on April 22nd there was a vote of 475 for and 25 against. Now, what vote was that?

A. That vote is the—you are talking about the open meeting?

Trial Examiner McCarthy: The meeting of the 22nd.

The Witness: Yes.

Q. (By Mr. Reynolds.) The meeting of the 22nd of April.

A. There were three votes taken that night. Which one do you want?

Q. Did they all vote 475 to 25?

A. No.

Q. All three votes?

A. No, the last one was practically unanimous. The first vote—

1203 Q. What was the first vote?

A. The first vote was upon the temporary chairman and the temporary secretary-treasurer.

Q. What was the second vote?

A. The second vote was on the constitution adoption, and the okaying of the performance, of what had been done.

Q. You voted on both things, the ratification and the—

Trial Examiner McCarthy: That was the second vote, as I understand.

The Witness: The second vote.

Mr. Reynolds: Both of those votes were taken at the same time.

Mr. Wham: That is what he said.

The Witness: I think that is correct.

Q. (By Mr. Reynolds.) Do you mean to say that the constitution was adopted and the acts of this unofficial committee were ratified in one and the same motion?

Mr. Wham: That is what he said. Are you trying to argue with the witness?

A. I think George Reidel made the motion, and that is exactly—

Trial Examiner McCarthy: Perhaps the minutes will show.

The Witness: They might be different. That is a year ago and we were working fast on this.

Q. (By Mr. Reynolds.) Yes, you got 760 mem-
1204 bers in a few days.

A. Yes, sir.

Q. Before you held your meeting.

A. They came to us, flocked to us to sign.

Q. Before you had any meeting all of these 760 signed up?

A. Yes.

Mr. Wham: That is astounding, isn't it?

Mr. Reynolds: It certainly is.

Q. (By Mr. Reynolds.) What was the third vote?

A. The third vote was regarding the date for an election for permanent officers to hold office.

Q. What did you vote on, another date for this election to be held?

A. We wanted to have an election within one month's time. We agreed to that and we were supposed to get a hall and arrange everything for that.

Q. You have described a part of what you heard Mr. Wham say. Did you hear him say anything about John L. Lewis?

A. I heard him mention the C. I. O. and the American Federation and the Independent Union, and John L. Lewis. He was named as the head of the C. I. O., but there was nothing in particular about himself that I can remember.

Q. Now, you say the constitution was taken up in detail.

A. Yes.

Q. In how great a detail was it taken up?

1205 A. Well, he had the constitution in his hands and as he read it he stopped and explained it.

Q. Each section and each article?

A. Well, I don't know, I was not following the constitution, I didn't have one in my hand, but that is what it amounted to.

Q. (By Trial Examiner McCarthy.) Is this a finished constitution?

A. Our temporary constitution.

Q. (By Mr. Reynolds.) And in the course of that, was it, that Mr. Bozurich stepped up and began to interfere with the meeting?

A. No, it was the latter part of it.

Q. The latter part. He had not finished discussing the constitution, had he?

A. I don't know whether he exactly finished, but he was near the end if he was not finished.

Q. Now, describe exactly what Mr. Bozurich did at that time.

A. Mr. Bozurich, he was in a top grey coat, you could distinguish him over the audience. He got up with the constitution in his hand and he started waving that and started hollering at Mr. Wham. To tell the truth, I couldn't understand what he said because he speaks broken English, and he was talking so loud that I couldn't understand what he said.

Q. In other words, he made a spectacle of himself?

1206 A. Absolutely.

Q. Which was noticeable to everybody there?

A. Yes, sir.

Q. Do you suppose that was noticeable to Mr. Linde?

A. I don't know whether it was or not.

Q. Have you any idea why Mr. Linde testified that Mr. Bozurich acted like a gentleman at this meeting?

A. Did he testify that he acted like a gentleman at the finish?

Q. He testified that Mr. Bozurich acted like a gentleman at all times. If he said that, you think he was mistaken?

A. After he gets up and hollers like that, why, that is his opinion.

Q. Now, was there a discussion from the floor of the different points in the constitution as Mr. Wham went along?

A. Yes, sir.

Q. How many people would you say participated in that discussion?

A. Out of the group of approximately 450 or 500 there there were from—oh, I say maybe a hundred people who took the floor, who had the floor and asked questions.

Q. How long did this meeting last?

A. Well, we didn't get out of there until midnight.

Q. You started at 8 o'clock?

A. Yes, sir.

1207 Mr. Wham: Which meeting is this, may I ask?

Trial Examiner McCarthy: April 22nd.

Mr. Wham: The witness was a little confused on that.

Q. (By Mr. Wham.) Did you think it was the second meeting, Mr. Litster?

A. Wait a minute, we are talking about the meeting—

Q. (By Mr. Reynolds.) Of April 22nd?

A. No, that was the election night because I remember closing that door practically at 12 o'clock and walking out. The other meeting, I couldn't state when we finished.

Q. (By Mr. Reynolds.) Do you have any impression at all how long the first meeting lasted?

A. I don't remember ever calling for the time at all, or asking for the time.

Q. Isn't it a fact that when the first meeting was adjourned it was because there was so much confusion there that you could not operate orderly, in an orderly manner?

A. No, and after those people were ejected we settled down to a fairly peaceable meeting.

Q. About a hundred people asked questions of Mr. Wham?

A. In round numbers I would say at least that. They were jumping up all over the floor, the same as Paul Bozurich, who wanted it all the time.

Q. Who was the foreman who bawled you out for soliciting during company time?

1208 A. Tom Carlyle.

Q. What did he say to you?

A. I was talking to one man and he came up to me from the rear and he says, "Jack, what the hell are you doing around here the last couple of days? You are not at your board, you should be there and stay there. I don't know what this is all about." He said, "You are allowed to go around on company business, but if it is not company business, and it is not your duty, and you do it again I will see that you are fired. You are paid for working at your board."

Q. Had you been soliciting for the last couple of days?

A. No, I had not solicited, this was the first man I solicited on company time.

Q. Only one man that you solicited?

A. That is right.

Q. What about the other agents of the union who were circulating around the plant, were they soliciting on company time?

A. Not that I know of.

Q. You didn't see them do any of that?

A. No, sir.

Q. Do you recall that you asked Mr. Bozurich to identify himself when he stepped up and asked for the floor?

A. I believe I did holler at him, the best I could get to him over his hollering, which he was doing.

1209 Q. Didn't you know before who he was?

A. No, sir.

Q. Never saw him before?

A. I don't know him from Adam.

Q. And didn't Fred Johnson get up and say that he knew Bozurich?

A. I don't remembber that. Fred Johnson was back in the center of the building, this man was over to the right of the building.

Q. Don't you remember Fred Johnson asked whether Mr. Wham was a Link Belt employee?

A. I couldn't say. I couldn't hear Fred Johnson distinctly, there was too much noise going on between a number of them on the floor. His remarks were addressed to Mr. Wham, I knew that.

Q. Where was the recording secretary sitting during that meeting of April 22nd?

A. I didn't pay no attention to where he was sitting.

Q. Did you see him take down any notes or anything like that?

A. Yes, I saw him taking notes when he was up in the front; but he did not stay at one place, he moved around in different places.

Q. You saw him in the front of the hall?

A. I saw him in the front of the hall, I didn't see
1210 him in the rear.

Q. Do you suppose he was taking minutes back there in the rear?

A. That is his job.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Price.) Mr. Litster, you testified that the company never assisted financially or otherwise the Independent Union, is that correct?

A. Yes, sir.

Q. Did you attend a meeting with Mr. Berry where the subject of bulletin boards was discussed?

A. Yes, sir.

Q. What was said at that meeting?

A. We wanted to have bulletin boards, and we didn't know what procedure to take; what we could do. We wanted to know where we could obtain them and what was all right with the company, so long as we were in the clear.

Q. What did Mr. Berry say on that?

A. Mr. Berry said that he would let us know, I suppose through his local offices, but he thought that we could hang them somewhere near where the company boards are, but we would have to look after all the details and be responsible ourselves.

Q. The company had nothing to do with those bulle-
1211 tin boards, so far as you know?

A. No, sir.

Q. Were you here yesterday when Intervener's Exhibit 3 was introduced?

A. Which was that?

Q. The cards.
A. Yes.
Q. Now, I beg your pardon, I am referring to—
Mr. Wham: 3 was the card, 3-A and B are the lists, copies of the card.
Q. (By Mr. Price.) I am referring to what must be introduced as Exhibit 2, the preliminary list.
A. That was the application.
Trial Examiner McCarthy: We have been referring to the list, as the list that was introduced as Exhibit 2, and the application cards are known as Intervener's Exhibit 3.
Q. (By Mr. Price.) With the list there were some cards that were used after you had run out of lists. Do you recall that?
A. Yes.
Q. (By Trial Examiner McCarthy.) Those were the blank white cards?
A. Yes, sir.
Q. (By Mr. Price.) Do you know where those cards came from?
A. Yes, sir.
1212 Q. Where did you get them?
A. I got those.
Q. Where did you get them?
A. From the office employees.
Q. Where?
A. The office employees.
Q. The office employees?
A. Yes.
Q. You just went in and took them out, picked them up, is that it?
A. Here is what I mean. I ran out of space on the application lists, then I took these cards, which I procured, and any person who wanted to join, if there was no room to sign there, I gave him this card to sign.
Q. Where did you get the cards?
A. I got them at home.
Q. You got them at home.
A. Yes.
Q. Where did they come from?
A. Where did they originally come from?
Q. Yes.
A. They have been in my possession for a number of years, I couldn't tell you where they came from. I don't remember where I got them.

Q. Did they come from the company?

1213 A. No, sir. I had the cards for another index in another society I belonged to.

Q. The company had nothing to do with those cards?

A. Nothing whatsoever.

Q. You testified you were bawled out once for soliciting memberships in the union. What did you say the name of the foreman was?

A. Tom Carlyle.

Q. Carlyle?

A. Yes. He is the head over the table department in the engineering department, and he is my direct boss.

Q. Were you the only one who was soliciting in your department?

A. Yes, sir.

Q. Did you see any other solicitation around the plant?

A. You mean actually talking to the men?

Q. Yes.

A. Yes, there was plenty of it.

Q. Who was doing that?

A. Well, the men throughout the shop, at noon hour, before hours or after hours. Any time I was over there on some engineering stuff, or blue prints, when I went through there at noon. I went over there plenty of times to talk to these fellows at noon, and I could see it through the plant.

Q. When Mr. Carlyle spoke to you, what did he say?

1214 A. He come up from the rear when I was talking to this man Haky, Andy Haky.

Q. Stanley Haky?

A. Andy Haky.

Q. You were talking to Haky?

A. I was talking with Haky.

Q. And what did Mr. Carlyle say?

A. Mr. Carlyle came up from the rear towards me, and he said I had been moving around there, running around there, to some effect like that, for the last couple of days. He said if it was not on company business, pertaining to blue prints and stuff, you know, or it was union activity, I would have to stop, cut it out, and that if I didn't do that I would be fired.

Q. Did you solicit after that on company time?

A. Not during working hours.

Q. (By Trial Examiner McCarthy.) Was there any objection on the company's part to your soliciting during the noon hour or early morning?

A. No, there was no objection there.

Q. The only restriction so far as you know was on company time?

A. On Company time.

Q. You could solicit in the plant?

A. Yes.

1215 Mr. Price: That is all.

Trial Examiner McCarthy: That is all.

Further Cross-Examination.

Q. (By Mr. Reynolds.) Now, you say the company had nothing to do with the bulletin boards that the Independent Union put up?

A. So far as I know they had absolutely nothing to do with it.

Q. They furnished the space for it, didn't they?

A. You mean hanging up in their office?

Q. Yes.

A. Well, certainly it was hung up.

Q. They were up on the company's premises, weren't they?

A. They were up on the company's premises, yes.

Q. And they were made on the company premises, weren't they?

A. I never saw them made. All I know I gave Kowatch orders to go ahead and get them made, regardless where he got them or the cost.

Q. You don't know where he got them?

A. I couldn't positively say. I have heard what he did, but I don't know where he got them.

Q. Did you hear that they were made in the pattern shop?

A. Well, that was also paid by the union. We have the vouchers to show that.

1216 Q. Where did you have your printing of notices done during those early days?

A. Mr. Brucks took care of that. It was an outside printing house.

Q. What about the notification of the meeting of April 22nd?

A. I had nothing to do with any of those.

Q. Where were they prepared?
A. I never even inquired, I had nothing to do with any of the printing whatsoever.
Q. Don't you know it is a fact that they were prepared there at the plant?
A. I don't believe they were.
Q. Don't you know that it is a fact that the notification for the June 1st meeting was also prepared at the plant?
A. I have no knowledge of it at all.
Q. Now, why did you tell me you didn't see any soliciting for the Independent Union in the plant?
A. I didn't say that.
Q. I asked you that question on cross-examination and you said you didn't see any outside of your own?
A. I said that I saw the petition being taken and the cards passed around during the noon hour or before work and after work for a stretch of maybe a week.
Q. Are you sure you said that to me on cross-examination?
1217 A. Why, I wouldn't positively say that, but if I didn't I meant to say that.
Q. You didn't see any throughout the plant during working hours?
A. I didn't see any what?
Q. Any solicitation throughout the plant during working hours?
A. No, I didn't.
Q. Did it come to your notice that there had been any?
A. Sir?
Q. Did it come to your notice that there had been any solicitation throughout the plant during working hours?
A. You mean what I heard in evidence here?
Q. No, at that time.
A. No, I didn't know anything about it.
Q. How many people did you have doing this work of soliciting for the Independent Union during that period?
A. I don't know for a fact.
Q. (By Trial Examiner McCarthy.) Can you estimate? You were one of the presidents, so you should naturally be the man that ought to know more about it.
A. The fellows in the shop took care of their own men. I took care of the office. I imagine—

Q. Who were the fellows in the shop who took care of their own men?

1218 A. Well, it would be Brucks, Linde, Froling. Outside of those three I couldn't positively state the others.

Q. Do you know whether Russell Erickson did any of that, too?

A. I don't know Russell Erickson. I know the man, that is, I know the name, but I couldn't identify him.

Q. (By Mr. Reynolds.) Do you know Zenon Petrousyi?

A. I just know the name, and that is all.

Q. (By Trial Examiner McCarthy.) Kowatch?

A. Yes, I know him.

Q. Was he one of them?

A. He was one of our active members.

Mr. Wham: I am going to produce Kowatch, Erickson quite a number of others.

Trial Examiner McCarthy: This witness is the president of the organization. I am just ascertaining how much he knew about them, about what they were doing.

Mr. Wham: He was president—

Q. (By Trial Examiner McCarthy.) You have been president all the time?

A. I was not elected until after this.

Q. After what?

A. After what you are speaking about.

Q. This was around April 22nd?

A. This is prior to the date of our election when I was elected.

1219 Q. That was May 4th, isn't that right?

A. I couldn't state the date of the election.

Q. (By Mr Reynolds.) You were acting as an officer at that time, were you not?

Trial Examiner McCarthy.) He was an officer from the first.

The Witness: There were no officers at the start, we started from nothing and agreed on this.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) First you got these organizing lists out?

A. Yes.

Q. Then you had a meeting on April 22nd and you

were elected temporary chairman and Linde was elected temporary secretary?

A. Yes, sir.

Q. Any other officers then?

A. There were no officers, all we had was a committee.

Q. Who was the officer Mr. Linde referred to as having got a raise and therefore he was not eligible? Perhaps you don't know that. You were not here last night, were you?

A. That was after that fellow was elected the first night that you are asking about. That was Eddie Rask, that was elected president of the local. He was not
1220 elected by that time.

Mr. Wham: Perhaps I should try to clarify this, Mr. Examiner.

Trial Examiner McCarthy: If you will, please.

Mr. Wham: These application lists were signed up April 14th, 15th and 16th, mostly. At that time there were not any officers, there was an organizing committee. Then the organizing committee came down to see me and I gave them the constitution and they adopted it, and at that time they inserted the names of certain people in order to be able to deal with the company.

Trial Examiner McCarthy: You are referring to the committee of seven now?

Mr. Wham: Yes; in order to deal with the company until they could call the June 1st meeting.

Trial Examiner McCarthy: Who is Eddie Rask?

Mr. Wham: Rask was elected at the election on May 4th.

The Witness: He was the first president of the local, at the first election. At that time I was elected to the executive council. The three delegates in turn, they had their election and I was elected president of that.

Trial Examiner McCarthy: Eddie Rask was below you, under your supervision?

The Witness: Yes.

Mr. Wham: He was the president of the local.

1221 Q. (By Trial Examiner McCarthy.) You being yourself president of what, the International, what would be equivalent to an International?

A. Yes, regardless of how many locals we had.

Q. The supervisory party.

Mr. Wham: That is confined to the company, but they

would take in locals from other plants. So far they have taken in only two. It was an ambitious scheme but we have to aim high sometimes to get any place.

Trial Examiner McCarthy: That is true.

Cross-Examination (Continued).

Q. (By Mr. Reynolds.) The employees present on April 22nd confirmed you as chairman until the election; is that what they did?

A. Up until the election which was supposed to take place within a month, yes.

Q Before you went down to see Mr. Wham on the matter, you and Mr. Linde, and perhaps some others, did you make up a sum of money to use?

A. I didn't go down to see Mr. Wham.

Q. Well, do you know who arranged for the funds?

A. What is that?

Q. Do you know who arranged for the funds to carry on your work?

A. Yes, I do.

1222 Q. How were they made?

A. We each chipped in $20 apiece at that meeting, which was turned over to George Linde.

Q. (By Trial Examiner McCarthy.) How much did that raise?

A. How much was raised?

Q. Yes. How many were at the meeting?

A. There was approximately $300 which was turned in, I imagine—which was turned in to George Linde, and we were to be reimbursed when the dues came in, and we were reimbursed.

Q. (By Mr. Reynolds.) And later on after your negotiations with the company began Mr. Wham furnished you a form of contract, is that right?

A. He furnished—he drew up the contract.

Q. Did you think at that time that he had drawn it up?

A. Did I think what?

Q. Did you think that he had drawn it up at that time?

A. He did draw it up, I don't think about it.

Q. Don't you know it was a form of contract that the C. I. O. entered into with the United States Steel Corporation?

A. No, I don't know that.

Mr. Wham: Would it have made any difference?

Q. (By Mr. Reynolds.) You paid him a fee anyhow?
Trial Examiner McCarthy: I don't think it is material. It is the usual practice among lawyers to copy.
1223 Mr. Reynolds: That is all.

Redirect Examination.

Q. (By Mr. Wham.) Were you ever in the army?
A. I have been in the army, yes, sir.
Q. What rank did you hold?
A. Captain, that is the last rank I held.
Q. You served during the war?
A. Yes, sir.
Q. Do you have a college degree?
A. What is that?
Q. Do you have a college degree?
A. I had three years at the University of Toronto.
Mr. Wham: That is all.
Trial Examiner McCarthy: That is all.
(Witness excused.)
Mr. Wham: Mr. Froling.

RAY FROLING, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?
A. Ray Froling.
Q. Where do you live, Mr. Froling?
A. 7251 Green.
Q. Chicago?
1224 A. Yes, sir.
Q. Where do you work?
A. Link Belt Company.
Q. How long have you been there?
A. I think it will be 23 years this coming June.
Q. This is in the 39th Street, Pershing Road plant?
A. Yes, sir.
Q. What departent do you work in?
A. I have been mainly in the boring mill department.
Mr. Price: Boring mill department, pardon me?

Mr. Wham: Boring mill department.
The Witness: Yes.
Q. (By Mr. Wham.) Were you one of the organizing committee of the Independent Union?
A. Yes, sir.
Q. You heard Mr. Litster testify, did you?
A. Yes, sir.
Q. Would your testimony be the same as his testimony?
A. Yes, sir.
Q. You looked over the dates of the negotiations between the union and the company which Mr. Linde testified to yesterday?
A. Yes, I looked over that.
Q. Were you in those conferences?
A. Yes, sir.
1225 Q. Representing the union?
A. Yes, sir.
Q. And would your testimony be the same as Mr. Linde's on that point?
A. Just about the same, yes.
Q. Have you held any office in the Independent Union?
A. Yes.
Q. What office?
A. Vice president of the general council.
Q. You still hold that office?
A. No, sir.
Q. When did you retire?
A. I couldn't give the exact date.
Q. Approximately.
A. It was the last of July or the 1st of August.
Q. Of 1937?
A. Of 1937, yes, sir.
Q. What was the reason for that?
A. The setup in the union was if we took in more than one plant that they would have a representative on the general council, and we originally had three from the 39th Street plant, and when we took in another plant one of the three was to drop out and one of their members was to take our place on the executive council.
Q. Who took your place?
1226 A. Mr. Bell of Caldwell.
Q. Were you one of the organizing committee of the Independent Union?
A. Yes, sir.

Q. What part did you play in the organization of the union?

A. Well, I went out and solicited and got members and pushed it right along. In fact, a lot of them pretty near bowled me over trying to sign, to get in it.

Q. What time did you solicit?

A. I am always there at seven-thirty in the morning, and I got the fellows pretty early in the morning. A lot of them would come over when I would be eating at my machine, eating lunch, and they would come over then and sign up at noon.

Q. Mr. Frank Lackhouse testified that you came to him at 10:00 A. M. in the morning and asked him to help organize the union throughout the plant and you gave him a list, and you told him that Brucks had an "in". Do you remember the conversation?

A. Well, you have two questions there. I can only answer one of them first.

Q. All right, take them up one at a time. Do you remember talking to Mr. Frank Lackhouse?

A. Yes, sir.

1227 Q. When was that?

A. Well, I couldn't give the exact date, it was when we started.

Q. With reference to the time of day?

A. It was when we first started the union. I went over and talked to him and asked him—

Trial Examiner McCarthy: Counsel wants to know what time of day.

A. Of day?

Q. (By Mr. Wham.) With reference—

A. That was in the morning. Is that what you mean?

Q. Was it during working hours?

A. Yes.

Q. Were you working at the time?

A. Well, my machine was working, but I was away from it.

Q. Do you have to stay at your machine in order to make it work?

A. I beg pardon?

Q. Do you have to stay constantly at your machine in order to have it work?

A. No, sir.

Q. How often do you have to attend to the machine?

A. It depends upon the job that I have.

Q. How long is it possible for you to be away from the machine and still have it operate?

1228 A. Well, I have had jobs that I have been—that I haven't had to touch the machine for seven or eight hours, only to pull the switch to eat lunch and start it up again after I eat lunch.

Q. All right. What did you say to Mr. Lackhouse?

A. Well, about the proposition, I put the proposition to him about starting an independent union, and asked how he felt about it. Well, he said he thought it would be a pretty good thing. I said that I had some petition and I would give him a petition and he could have it signed, and if we didn't get a majority we would not monkey with it at all.

Q. Did you tell him when he was to solicit, with reference to working hours?

A. No, no, I didn't say anything about that.

Q. Did you see him after that?

A. Why, he came over at noon time when I was eating lunch there and called me to one side and asked me what it was all about.

I said, "The only thing I can tell you, Frank, is the same thing that I told you this morning, I think we will be better off by forming an Independent union here, operating it ourselves."

Q. Did he say anything about Brucks having an "in"?

A. Oh, no.

Q. What is the fact with reference to whether

1229 Brucks has an "in"?

A. I don't know anything about Brucks.

Q. What do you think that would mean, a question like that?

A. I don't know how to answer that question.

Q. (By Trial Examiner McCarthy.) An "in", does that mean a drag?

A. Yes, I would think so.

Q. With the boss?

A. I would say that, yes.

Q. (By Mr. Wham.) Do you know whether or not the Independent Union ever had an "in" with the company?

A. Apparently not.

Q. What do you mean by "apparently"?

A. Well, because I was talking to a fellow, and I got chased. The fellow that chased me did not happen to be my boss.

Q. But you were talking to somebody on company time, were you, at the time?

A. Yes, sir.

Q. How much solicitation did you do on company time?

A. Oh, I probably done a little, I wouldn't say how much.

Q. (By Trial Examiner McCarthy.) Did you ever have any instructions to do your soliciting under cover?

A. Why, Brucks and Linde told me to be careful.

1230 Q. (By Mr. Wham.) Now, Fred Johnson testified that he told one of the foremen, Charlie Leonard, that Froling can do as he pleases, he is down the line now talking to Max Winkler. Do you recall talking to Max Winkler?

A. Oh, I talked to Max Winkler a lot of times.

Q. Did you solicit his membership for the Independent Union?

A. I wouldn't say at the time, no, because nothing was ever said to me. I talked to everybody in the shop.

Q. When did you do your talking?

A. I beg pardon?

Q. What time, with reference to working hours?

A. Any time I go by them or during the day. If I have a long cut on the machine I will go over and visit with somebody rather than just stand there.

Q. You would not want to stand and look at your machine for seven hours, would you?

A. Of course, we did not always hit them kind of jobs.

Q. Well, he said that you could do as you please. What was the situation with reference to whether or not you could do as you please around there?

A. Well, I couldn't do exactly as I please, but I was on the old employees board as a representative from the machine shop, and I would go around visiting these fellows to

1231 find out of they had any complaints that they wanted me to take up.

Q. So it was really in your line of duty?

A. It was customary. It has been customary for four or five years to visit everybody in the shop. I used to go to a certain department called D. K., which is about three or four blocks from where I work, and visit them boys occasionally.

Q. Was Mr. Louis Salmons on the Board?

A. Yes, he was at that time.

Q. Did he ever go around and visit the boys?

A. Well, I couldn't say. I seen Louis talking to a lot of fellows and he seen me talking to a lot of fellows too.

Q. Now, did you ever prepare a stencil for the Independent Union of Craftsmen?

A. No, sir, I didn't.

Q. Would you know how to prepare a stencil?

A. No, I don't know how to operate the machine.

Q. Now, Harry Johnson testified that you went around the shop signing up employees on a sheet of paper during working hours; and sometimes later you came to him during working hours and asked him to sign an application card for the Independent Union.

What are the facts concerning that?

A. Well, I may have asked him. I believe at that time he was working nights, and we were working ten
1232 hours a day, and we would quit at five-thirty, and he always came in about ten or fifteen minutes early, twenty minutes, maybe; I never paid any attention to the time.

Q. When would he go on the job at night?

A. Well, as soon as we left. The machine would be kept running. He worked on the machine next to me.

Q. He said this was four o'clock in the afternoon?

A. I don't think that would be right. I think he was working nights, and he was starting at five-thirty at that time. I may be mistaken because we worked two different shifts last year, one until four-thirty and then until five-thirty.

Q. I believe you already covered the point about the solicitation with the list on company time; I mean by your previous testimony.

During the time that you were active in the Independent Union did you have any understanding or arrangement with any officer of the company which would be of assistance to the Independent Union?

A. Oh, no.

Q. Did they ever contribute financial support to the Independent Union?

A. I beg your pardon.

Mr. Wham: Read the question.

(Question read.)

A. You mean the company?

1233 Q. (By Mr. Wham.) Yes.

A. No, not that I know of.

Mr. Wham: That is all.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) What was the difference between the method under which you worked under the Employees Representation Plan and under your present arrangement? What is the distinction?

A. Well, the employees elected me from the machine shop.

Q. Now, you are speaking about the Representation Plan?

A. Yes, the employees—

Q. The old board?

A. Yes, the old employees board, and the men that I represented covered one shop which was about—oh, from 37th Street and one block west of Princeton. I worked over there at about 40th Street in the plant. I mean I might represent them if they had any complaint. Sometimes I wouldn't see those fellows for some time, and I would get a big cut on the machine, and I would tell the boss that I was going over there for a couple of minutes, I was going over there to see what they had to say. I would leave the cut running, and have a man on the machine next to me watch it, while I would go over on the other side and see the men.

I would be gone from fifteen minutes to an hour.

Q. What is the distinction between your present 1234 practice and that practice?

A. I have not the privileges now that I had before.

Q. That privilege has been taken away from you?

A. Yes.

Q. What privilege is that which has been taken away from you?

A. Well, the running around, since we started this Independent Union.

Q. Did anybody tell you that you could not run around like that?

A. Yes, the boss.

Q. Who?

A. Charlie Leonard.

Trial Examiner McCarthy: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) At the time the Independent was organized the old habit still carried over and you still ran around the plant?

A. Yes, sir.
Q. Did Charlie Leonard say anything about it then?
A. No, sir.
Q. When you left the machine at that time did you make some arrangement with Leonard?
A. No, I made the arrangement with the boys on each side, I wouldn't tell the boss nothing, no.
1235 Q. Leonard knew that you were going around in the department, though, didn't he?
A. In my department?
Q. Yes.
A. My department, that I was working in?
Q. Yes.
A. Sure, I always go around, I have to go around to look for plugs to try to work with.
Trial Examiner McCarthy: We will have a five minute recess.
(A brief recess was taken.)
Q. (By Mr. Reynolds.) Now, you spoke about some foreman having chased you. Who was that?
A. Fred Skeets.
Q. Fred Skeets. He is the assistant superintendent, is that right?
A. Well, he is superintendent now of the factory,—or, rather, of the foundry.
Q. Superintendent?
A. Of the foundry.
Q. When did he speak to you?
A. Oh, it was after we initiated and got the five per cent raise.
Q. He didn't say anything to you during the time that you were soliciting 760 names?
1236 A. I never solicited in his department.
Q. Were you soliciting in his department at the time?
A. No, I was not.
Q. Where were you at the time?
A. I was talking to Mr. Kresge.
Q. Mr. Kresge?
A. Yes. He works for Mr. Skeets.
Q. He was already a member, wasn't he, of the Independent Union?
A. Yes, sir.
Q. He had also helped to solicit, hadn't he?
A. I believe he did.
Q. He works in the timekeeper's office, doesn't he?

A. In the foundry, yes, he did at that time.
Q. In the foundry timekeeper's office?
A. Yes, sir.
Q. He is a fairly short man with a bald head?
A. That is right.
Q. Sort of a tan complexion, is that right?
A. What do you mean by a tan complexion?
Q. He is not light complected?
A. I don't know whether—
Q. Turn around and take a look at him, he is right behind you.

Trial Examiner McCarthy. Some man of that
1237 character was described in the testimony and they are trying to identify him.

The Witness: I see.

Mr. Wham: Why don't you ask the witness, he will identify him.

Mr. Reynolds: I see him.

Mr. Wham: He will identify him.

Q. (By Mr. Reynolds.) At the time that you were soliciting for members in the Independent Union, before the agreement had been negotiated with the company, did any foreman say anything to you about your activities in talking to the men about the Independent Union?

A. They didn't know that I was talking to the men about the Independent Union.
Q. How do you know that they didn't know that?
A. I never told them.
Q. (By Trial Examiner McCarthy.) Can you answer that question yes or no.
A. Repeat that question.

Trial Examiner McCarthy: Read the question.

Q. (By Mr. Reynolds.) How do you know that they did not know about it?
A. I don't know.
Q. Did you try to do it secretly?
A. Yes.
1238 Q. You walked around the whole department working on company time, didn't you?
A. No, I didn't work around the whole foundry on company time.
Q. What did you do then?
A. When?
Q. At the time before April 21st that these 760 signatures were being obtained on these sheets of paper?

A. I was working for the Link Belt Company.

Q. (By Trial Examiner McCarthy.) Do you remember the period between April 14th and April 20th when there was all this activity?

A. Yes, sir.

Q. Solicitation for a proposed union?

A. Yes, sir.

Q. That is the period that he refers to.

A. I understand.

Q. (By Mr. Reynolds.) Did you have any activity that you engaged in? Did you engage in any of this activity at that time?

A. Sure.

Q. What did you do?

A. I signed men up to join the Independent Union of Craftsmen.

Q. You did it during company time?

1239 A. I may have done some of it, I wouldn't say definitely, no.

Q. Did you try to avoid the foremen at the time you did that?

A. Yes, because I didn't want to get fired.

Q. How would you do that, how would you avoid the foreman?

A. Well, if the foreman happened to be around, why, I wouldn't go. If the foreman was away, and I saw an opening, I would go over and talk to the man.

Q. You talked to almost everybody in the foundry during that time, didn't you?

A. No, I didn't.

Q. How many did you talk to?

A. Nobody. I didn't solicit anybody in the foundry outside of Lackhouse.

Q. You left him to do that?

A. Yes, sir.

Q. Where did you do your soliciting?

A. In the machine shop.

Q. You talked to most everyone in the machine shop?

A. Yes, sir.

Q. Who was the foreman in there?

A. There are three or four foremen in there, which one do you mean?

Q. Well, who are the three or four foremen?

1240 Mr. Wham: Just answer the question the best you can. Let us get along as fast as we can.

Q. (By Mr. Reynolds.) Who were the foremen?
A. Max Pulaski, Pat Noreene, Charlie Leonard, Willard Leonard.
Q. Now, on any of the occasions that you solicited the men in the machine shop, did you see any of these four foremen anywhere in the premises?
A. No, sir.
Q. Never at any time?
A. Oh, I seen them around the shop, sure, but not when I was soliciting.
Q. You talked to all the men in the machine shop, though, did you?
A. That is right.
Q. How many men are there in there?
A. Oh, I would say there are—oh, from 110 to 120.
Q. You talked to all of them while they were working, didn't you?
A. Not to join the Independent.
Q. What did you talk to them about?
A. I visited with them.
Q. You didn't mention the Independent Union?
A. I did at times, yes.
Q. At any rate, none of these four foremen, Pu-
1241 laski, Noreene, Charlie Leonard or Willard Leonard ever said anything to you about it?
A. No, I wouldn't give them a chance.
Q. You wouldn't give them a chance?
A. No.
Q. What would you say?
A. I wouldn't go in their department when they were in there.
Q. You said you saw them in there while you were in there?
A. During the day, sure, not while I was in their department.
Q. All the four foremen were always absent when you talked to any man about the Independent Union?
A. That is right, yes, sir.
Q. Did you have anybody acting as a lookout for you so they wouldn't spot you?
A. No, sir.
Q. How do you know that they were not in there?
A. I would watch them to see where they went.
Q. Did you watch four men at one time?
Trial Examiner McCarthy: I think the witness has answered the question.

The Witness: I wouldn't be in four departments at one time.

Q. (By Mr. Reynolds.) You said these four men
1242 were foremen in the machine shop.

A. Yes.

Q. That is one department, isn't it?

A. No. It is about two blocks long and one block wide.

Q. Can you see from one end to the other?

A. No, not when there is a lot of work there; you can now.

Q. What did Brucks and Linde tell you about soliciting?

A. They told me to be careful, that I didn't want to get caught or I might get fired if I got caught.

Q. Did you ever see any of the C. I. O. men soliciting during working hours?

A. I saw them visiting sometimes, and they saw me visiting. Whether they were signing up anybody or not, I don't know.

Q. You never saw them sign anybody up?

A. No, that is, during working hours. I saw them sign them up at noon.

Q. You didn't understand that it was against the rules to sign them up at noon or before work or after work, did you?

A. Nobody ever said anything.

Q. Never any bulletin posted to that effect?

A. Not that I saw.

Q. Was there ever any bulletin posted about solicitation on the plant premises?

1243 A. Not that I can recall.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Froling, you testified to your conversation with Frank Lackhouse. Did you ask Frank Lackhouse to do any soliciting for the Independent Union?

A. Yes, I did.

Q. Did you ask him to solicit for the Independent under cover?

A. Yes, I told him to be careful, that he wouldn't get caught.

Q. Did you use the term "under cover"?

A. No, I says, "Take it easy and be careful that you don't get caught."

Q. Why did you tell him to take it easy so that he wouldn't be caught?

A. Because I didn't want him to get fired and I didn't want to get fired either.

Q. Was it your understanding that you would get fired, if you got caught soliciting that you would be fired?

A. Yes, sir.

Q. What took place to give you that understanding?

A. Well, Louis Salmons was fired for organizing.

Q. Did any of the foremen ever tell you that you would get fired if you got caught soliciting?

1244 A. I don't remember.

Q. Well, did anybody around the plant ever tell you that?

A. Well, we talked about it among ourselves.

Q. Did Mr. Wham tell you?

A. No.

Mr. Wham: I didn't represent them at that time.

The Witness: I didn't know Mr. Wham then.

Q. (By Mr. Seyfarth.) Did the officers of the Independent Union tell you?

A. There were no officers at that time.

Q. Not at that time?

A. No.

Q. Now, what position did you hold with the N. R. A. Union before the establishment of the Independent Union?

A. Well, I was a representative for, I think, two years, and then I was chairman for two years, chairman of the board.

Q. Chairman of the board?

A. Yes, sir.

Q. Who else was on the board then?

A. Well, there was seven of them. They were changed from time to time. We had an election every six months. We would have three departments elected every six months —I don't know whether it was January or July, and the other four the opposite end, so it would not be a complete new board at one time.

1245 Q. Your duties as a representative of the union took you through different parts of the plant?

A. Which union are you referring to, the N. R. A.?

Trial Examiner McCarthy: The old board.

A. Yes.

Q. (By Mr. Seyfarth.) The N. R. A. Union, the old board?

A. Yes, it took me to other parts of the plant.

Q. When did you cease to go to other parts of the plant, when the old union was dissolved?

A. I was told to stay at my machine. I don't know, it was along in May or June the boss says to me that you are doing too much running around, stay here by your machine where you belong.

Q. That was the first time that you had been told to stay around your machine?

A. Yes, he told me I was not on the board any more, I didn't have any more authority to run around.

Q. How long had you been off the board when you were told that by your foreman?

A. Oh, maybe a month.

Q. About a month?

A. Yes.

Q. What is the fact, Mr. Froling, regarding the solicitation of members in—by union organizations other than the Independent Union on company time and property?

1246 A. I didn't quite get your question.

Trial Examiner McCarthy: He is asking about the C. I. O.

Q. (By Mr. Seyfarth.) Did the C. I. O. do any soliciting?

A. I couldn't say. I seen them visiting around with the different fellows, the same as I had visited, if you want to call it that.

Q. Was it your understanding that the bosses might find it difficult to distinguish between visiting and soliciting?

A. Oh, yes.

Mr. Seyfarth: That is all.

Redirect Examination.

Q. (By Mr. Wham.) This old N. R. A. Shop Board; is that still in existence?

A. No.

Q. How was it disposed of and when?

A. Well, it was after the Wagner Act was declared constitutional. We called a special meeting—

Q. (By Trial Examiner McCarthy.) Do you remember what date?

A. No, I cannot, but it was about a week I would say, I would say a week after that, I would say that. I went down—I went around to each member, went around to them myself, and told them that we would have to have a special meeting, and I called Mr. Berry on the
1247 phone. He was the company representative at that time.

I told him we were going to have a special meeting and I would like to have him come over right away. And after we all got in there, why, I said that we had a mutual agreement in the Employees Board that we could not disband without both parties agreeing.

So then I mentioned the fact that the Wagner Act was legal and that the Employees Board was illegal, and I asked each member if they had anything to say; and I explained to them we had to disband.

When they said "No", I said to Mr. Berry, "Have you got anything to say?"

He said, "No."

I said, "Well, we will call the Employees Board disbanded."

Q. Just another question. While you were on the board Mr. Berry sat in with you?

A. Yes, sir.

Q. Did you ever have any wage increases during that time?

A. I believe we did, yes.

Q. Just think about it. Do you know definitely whether you did or not?

A. Yes, I know we did.

Q. How would those come up?

A. Well, I brought it up a couple of times my-
1248 self. The men were after me to go to the management and ask for more money, and it was my job to take care of their grievances for them.

So when we would have these meetings I would speak to Mr. Berry about a wage increase, tell him that the business was better and living was getting more expensive, and that we thought we ought to have more money.

And Mr. Berry would tell us—well, he would take it up with his boss. I think there was a time or two after we brought it up that he came back and gave it to us.

Q. One of the witnesses testified that he was on the board, I think it was Frank Lackhouse, and that the management used the Employees Board as a place to make

the first announcement that the wage increase had been granted.

What is your experience in that respect?

A. Well, of course, we asked for it and naturally when they were going to give it to us they would call us and let us know that they had granted our request.

Q. Were you sorry when the N. R. A. Board was disbanded?

A. No.

Q. And did you know at the time that you asked him to solicit for the Independent that he was C. I. O.?

A. No, I didn't.

Q. Do you know that he is?

A. I beg pardon?

Q. Do you know now what the fact is?

1249 A. Yes, I do.

Mr. Reynolds: That is all.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) May I ask one question. Can you fix the date definitely on which you called that special meeting?

A. Can you tell me the day the Wagner Act—

Q. April 12th.

A. That was the exact day that the Wagner Act was declared constitutional?

Q. Yes.

A. Was that a Monday?

Mr. Wham: Yes.

A. Well, it was the following Monday.

Mr. Seyfarth: I have the agreement here which I will have the witness identify, which states that it was April 19th, 1937.

Mr. Wham: One week is the 19th. From the 12th to the 19th.

Trial Examiner McCarthy: April 12th the Wagner Act was held constitutional.

Mr. Wham: Yes.

Q. (By Trial Examiner McCarthy.) A week later, April 19th, you called a special meeting to abandon the Board Plan?

A. That is right.

1250 Q. What happened between those two periods?

A. Why, we got these petitions up.

Q. And they were all signed up by that time, were they not?

A. Yes.

Trial Examiner McCarthy: That is all.

Redirect Examination (Continued).

Q. (By Mr. Wham.) Was there any connection between the Supreme Court decision and the solicitation for the Independent?

A. Not that I know of, not that I know of.

Q. (By Trial Examiner McCarthy.) Wasn't it a substitution?

A. It was a substitution.

Trial Examiner McCarthy: Read the two previous questions.

Q. (By Mr. Wham.) How did you happen to solicit—

Trial Examiner McCarthy: Wait a minute, let him answer.

A. I don't know how to answer the question, I don't quite understand it.

Trial Examiner McCarthy: All right.

Q. (By Mr. Wham.) How did you happen to start soliciting for the Independent Union?

A. Well, the Wagner Act was declared constitutional and that threw the Employees Board out, and we had to bargain collectively with the Company. We were
1251 entitled to a union if we chose it, and we circulated these petitions to see if we could get a majority.

Q. The two points were connected, were they not, the two different ideas were connected?

A. Oh, yes.

Q. In that sense the Independent did take the place of the old Shop Union?

A. That is right.

Mr. Wham: That is all.

Mr. Seyfarth: Mr. Reporter, will you mark this Respondent's Exhibit No. 3 for identification.

(Thereupon the document above referred to was marked as Respondent's Exhibit No. 3 for identification.)

Mr. Wham: Mr. Examiner, I will ask the witness another question.

Q. (By Mr. Wham.) Wouldn't the Shop Union or the N. R. A. Union have been thrown out whether or not there was an independent union?

A. Yes, it would have.
Q. (By Trial Examiner McCarthy.) Why?
A. Because it was illegal.
Q. Because it was illegal?
A. Yes.
Mr. Wham: That is all.

1252 *Recross Examination.*

Q. (By Mr. Seyfarth.) I show you a document marked Respondent's Exhibit 3 for identification. Will you read that, please?
(Handing document to the witness.)
Is it signed by you?
A. Yes, sir.
Q. I will ask you to state whether or not that is the agreement to dissolve the Employees Board of the Link Belt Company?
A. That is right.
Q. And is this document dated April 19th, 1937?
A. That is right, yes, sir.
Mr. Seyfarth: That is all.
Q. (By Mr. Reynolds.) When did you see the C. I. O. boys—
Trial Examiner McCarthy: Are you going to introduce that exhibit in evidence?
Mr. Seyfarth: I will make my offer when I put in my other exhibits.

Recross Examination.

Q. (By Mr. Reynolds.) When did you see the C. I. O. boys visiting around the plant like you did?
A. Oh, always, they always visited around at the same time.
Q. Always, when?
A. Before and after we started this.
Q. After you started the Independent Union you
1253 saw the boys wandering about just as you would, the C. I. O. boys?
A. Both before and after, both times.
Q. Who did you see doing that after the Independent Urion started?
A. Well, there was a fellow named Bjork, and there was his brother running around visiting, and Fred Johnson was running around visiting.

Q. Johnson's work took him about the plant, didn't it?
A. So did this Bjork, that one Bjork.
Q. That electrical maintenance man?
A. Yes, one of them, the other one was a helper.
Q. You worked at a machine, didn't you?
A. Yes, sir.
Q. Did you hear any of these conversations that Johnson or the Bjork brothers had?
A. No.
Q. You don't know what they were talking about?
A. No, I said they were visiting.
Q. Now, you say that your boss, Charles Leonard, told you not to run around anymore about a month after the Independent started?
A. Well, I didn't say a month, I wouldn't be definite about that.
Q. By that time the Independent Union had the sole bargaining recognition agreement from the company 1254 and your organization had elected officers and was functioning as an organization; is that right?
A. That is right, yes, sir.
Mr. Reynolds: That is all.

Redirect Examination.

Q. (By Mr. Wham.) Was there any connection between the fact that the Independent had been recognized at that time and the fact that Mr. Leonard spoke to you?
A. Yes, he knew that we had a union at that time and he told me to stay at my machine.
Q. What I am getting at is this; do you think that he saw you running around while the Independent was being formed and refrained from speaking to you at that time in order that you could form the Independent?
A. Oh, I don't think so.
Mr. Wham: That is all.
Trial Examiner McCarthy: That is all, thank you.
Mr. Reynolds: That is all.
(Witness excused.)
Mr. Wham: Hubert Brucks.

HUBERT BRUCKS, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?
1255 A. Hubert Brucks.
Q. How do you spell your last name?
A. B-r-u-c-k-s.
Q. Where you do live, Mr. Brucks?
A. 802 Indiana Avenue.
Q. In Chicago?
A. Chicago.
Q. Where do you work?
A. Link Belt Company, 39th Street plant.
Q. How long have you worked there?
A. Eleven years.
Q. In what department?
Q. (By Trial Eaxminer McCarthy.) How many years?
A. Eleven years. I work in the welding bay in the steel shop.
Q. Now, you heard Mr. Linde testify yesterday afternoon, didn't you?
A. Yes, sir.
Q. Would your testimony be approximately the same as his?
A. It would.
Q. You were one of the organizing committee, were you not, of the Independent Union?
A. I was.
Q. Do you—did you hold office at that time in the Independent Union?
1256 A. I held a stewardship for a little while.
Q. But you are not an officer now?
A. No, sir.
Q. You were not on the bargaining committee either?
A. No, sir.
Q. Did you do any soliciting for the Independent Union membership during the week of April 13th?
A. Oh, I secured a few names.
Q. Did you attend a meeting on April 22nd, this first meeting of the Independent Union?
A. I did.

Q. You heard Mr. Linde and Mr. Litster testify as to that meeting?

A. I did.

Q. And would your testimony be the same to what happened there as theirs?

A. It would be.

Mr. Reynolds: I object, if the Examiner please, on the ground that it couldn't possibly be the same because their testimony conflicted.

Trial Examiner McCarthy: We are just avoiding accumulation. Objection overruled. Proceed.

Q. (By Mr. Wham.) What is the fact in regard to your solicitation for members in the Independent, as to whether it was on company time or off company time?

1257 A. Well, I never solicited a great deal. I secured a few members, but that was before working hours. I solicited one or two during working hours and got bawled out for it and then I stopped.

Q. Now, Mr. Frank Lackhouse testified that Froling told him that you had an "in".

A. I never had an "in".

Q. Did you ever have any understanding with the Link Belt Company with regard to organizing the Independent Union?

A. No, sir.

Q. Donald Sullivan testified that you talked to him about two minutes during working hours asking him to sign up for the Independent Union.

Do you remember that incident?

A. I never asked Don Sullivan to sign up an Independent application at all.

Q. Did you ever see any solicitation for the C. I. O.?

A. Well, I never actually seen them sign anybody up. I used to see Louis Salmons come through the welding bay, and Fred Johnson come through the welding bay, but they never solicited me, and I never seen them sign anybody up.

Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Who bawled you out for soliciting?

A. R. C. Longwell.

1258 Q. R. C. who?

A. Longwell.

Q. What did he tell you?

A. He told me I was being paid to work, not to be walking around.

Q. He did not fire you for it?

A. No, I am still on the payroll.

Q. Do you know why Louis Salmons and Joe Novak left the company at one time back in 1926?

A. Yes, I heard that they were discharged for organizing.

Q. You didn't hear of any Independent Union of Craftsmen organizer being discharged, did you?

A. Not that I know of.

Q. Do you remember anything about Paul Bozurich's actions in the first meeting of the Independent Union?

A. I do.

Trial Examiner McCarthy: I think you have covered that pretty thoroughly on direct examination. The witness said that he heard Litster and Linde testify. Unless you are going to bring out something new, let's avoid repetition.

Mr. Reynolds: I will ask that question about Paul Bozurich.

Q. (By Mr. Reynolds.) Do you think that Paul Bozurich conducted himself like a gentleman or a rowdy at that meeting?

A. Like a gentlemen or what?

1259 Q. Like a gentleman or a rowdy?

A. I would say he was a rowdy.

Mr. Reynolds: That is all.

Mr. Seyfarth: No cross-examination.

Mr. Wham: That is all.

Trial Eaxminer McCarthy: You may be excused.

(Witness excused.)

Mr. Wham: Mr. Ross.

ARTHUR B. ROSS, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?

A. Arthur B. Ross.

Q. Where do you live?

A. 353 East 76th Street.

Q. Chicago?

A. Chicago.

Q. Where do you work?
A. For the Link Belt Company, 39th Street plant.
Q. Are you an officer of the Independent Union?
A. Yes, sir.
Q. What office do you hold?
A. I am president of the plant local of the 39th Street plant, No. 1.

1260 Q. You are the same witness who testified here on the first day of the hearing, aren't you?
A. Yes, sir.
Q. How long have you been president of the plant Local No. 1?
A. Since the 4th of June, I think it was the 4th or the 8th, probably the 8th, the second Tuesday of June.
Q. Whose place did you take?
A. I took Eddie Rask's place.
Q. Did he resign or what happened to him?
A. He resigned because he was made inspector on an outside job.
Q. Where did he go?
A. I think he went to Pittsburgh, I m not positive about that, but I think that he went to Pittsburgh.
Q. Were you active in the Independent Union prior to your election?
A. Yes, sir.
Q. What was your connection with it before that?
A. I was shop steward in D. K. for part of that time.
Q. Directing your attention to the week of April 12th, during the time when there was some solicitation for membership in the Independent Union, were you active in that at all?

1261 A. To a certain extent. The list in our department was handled by a fellow named Joe Zeske; and there were times that he wanted—he was also a rodman—he would leave the list with myself or somebody else in our department.
Q. Did you obtain some signatures?
A. Yes, sir.
Q. And with reference to working hours when did you do that?
A. Well, we obtained most of our signatures during the lunch hour, at noon.
Q. Do you know of any signatures you obtained during working hours?
A. I might have, one or two.
Q. Do you know of any?

A. I couldn't say, not right off, no, sir.

Q. Was there any foreman or supervisory officer around when you did that?

A. No, I wouldn't say that there was.

Q. I believe you told me that you did not attend the first meeting of the Independent.

A. There is still a doubt in my mind whether I did or not.

Q. But you attended the meeting where the election was held?

A. Yes, sir.

Q. Do you recall how many were there?

A. There were probably 450 there.

1262 Q. 450?

A. I think the actual count at one time on one vote was around 415 or 420, because I happened to be judge of the election that particular night and counted the ballots.

Trial Examiner McCarthy: Wouldn't the minutes show that exactly, what took place?

Mr. Wham: I am going to put Mr. Friberg on for that.

Q. (By Mr. Wham.) Did you engage in collective bargaining with the company at any time?

A. Yes, sir, we did, probably after around the latter part of September.

Q. You heard Mr. Linde testify, did you, yesterday?

A. I was not here yesterday.

Q. Just tell us briefly what you did?

A. Well, there were a number of times when we went into Mr. Berry's office to bargain. I recall one time about a closed shop, and a number of conferences that we had on it; and about a vacation setup; and it took probably three or four meetings to get that.

We finally accepted a vacation policy that they offered us.

Q. You did not accept the first one?

A. No, we did not. We wanted a whole lot more than we got.

Q. Do you know anything about getting a written agreement from the company?

1263 A. No, I was not in on those conferences.

Q. That is, was the company finally issued a statement of policy?

A. Yes, the company finally issued a statement of policy after we had readjusted some of the points that we already had up.

Trial Examiner McCarthy: Is that statement of policy in evidence?

Mr. Wham: It is.

Trial Examiner McCarthy: What number, do you recall?

Mr. Wham: Yes, I can give that to you. It is—

Trial Examiner McCarthy: Is that No. 10?

Mr. Wham: Yes.

Trial Examiner McCarthy: The agreement?

Mr. Wham: No. 10.

Q. (By Mr. Wham.) Did you take that matter up with the members?

A. Yes, sir, we did.

Q. How many meetings did you have on that?

A. We had one meeting and it was brought up, and then the next meeting we took it up after we had made a readjustment with Mr. Berry, and then it was passed on. There were in all probably about three, as I recall. I can only recall a couple of them now, that we really made from the original setup, from the original copy.

1264 Q. A couple of changes?

A. A couple of readjustments, yes.

Q. Did the members actively discuss the matter?

A. Yes, we took up every paragraph in it. What I mean is, that we took up each one by itself.

Q. Do you know whether or not the contract drafted back in May and the first part of June was taken up with the members?

A. Yes, it was, it was taken up at a meeting that I presided at.

Q. Did they approve it?

A. They approved it at that time. We approved not only the whole volume of it, but we took each part up separately and voted on it.

Q. What is the fact with reference to whether or not you had any understanding with the company for support of any kind for the union, and whether or not the company has actually given any support to the union?

A. They have not that I know of, no, sir.

Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Do the shop stewards for the Independent Union collect dues on company time?

A. I couldn't say that they do for sure. I know that that is a part of their duties, to collect dues.

1265 Q. When you were shop steward did you collect on company time?

A. Sure I have accepted dues on company time.

Q. Were you ever docked in your pay for the time you took in collecting dues?

A. Docked? I didn't spend any time on that. Somebody would come along and drop a half a dollar in my hand, it would not take any time.

Q. Did you have any instructions from your foreman as to whether you were entitled to do that?

A. No, sir.

Q. You never had any agreement with the company as to the use of company time for the collection of dues?

A. No, we never did.

Q. Did any foreman ever say anything to you about the circulation of this list for getting the names before the first union meeting?

A. No, the fact of the matter is I don't think the foreman knew I had the list.

Q. Do you know whether the foreman knew Jeske had the list?

A. Of course, I don't know whether the foreman knew it or not.

Q. Did you see the list Jeske passed around?

A. Yes, I seen the list he had.

Q. He passed that list around during working hours?

1266 A. I couldn't answer as to that.

Q. Did you sign it during working hours?

A. Yes, I did.

Q. He handed it to you, didn't he?

A. Yes.

Mr. Reynolds: That is all.

Mr. Seyfarth: No cross-examination.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Wham: I will call Mr. Friberg: Bring up all your records, will you, Mr. Friberg?

Trial Examiner McCarthy: May I ask what these records are? They seem to be very voluminous.

Mr. Wham: I am not going to introduce them, I am going to refer to them.

Trial Examiner McCarthy: There will not be any repetition of what Mr. Linde has already testified to?

Mr. Wham: No.

ALVIN N. FRIBERG, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?
A. Alvin N. Friberg.
Q. Where do you live, Mr. Friberg?
1267 A. 8642 Wood Street.
Q. Chicago?
A. Chicago is right.
Q. Where do you work?
A. Link Belt Company, 300 West Pershing Road.
Q. Do you hold an office in the Independent Union of Craftsmen?
A. Yes, I have the office of secretary.
Q. How long have you held that office?
A. Since the latter part of July, I succeeded Conybear.
Q. What are Conybear's initials?
A. Frank.
Q. Will you please tell us what these books and documents are?
A. Those are—I have here the minute book—
Q. Just take that book. The minute book of what?
A. Of all of the minutes of our meetings.
Q. Of what local?
A. Of Local No. 1, as it is known today.
Q. What is this? (Indicating.)
A. That is a cash book, showing all that was turned in.
Q. Is this in some kind of a case?
A. No, just inside the cover.
Q. And what is this other book which is about five inches high?
1268 A. That is the ledger of all payments that have been made from the cash book, balancing with my treasurer.
Q. Payments of what?
A. Of dues of the members.
Q. And have you a separate sheet in the ledger for each member?
A. I have a separate sheet for each member in the ledger.
Q. And what is all this collection of papers here?
A. In the collection of papers you will see the receipts

from the treasurer and slips that have been turned in by the stewards.

Q. Now, do you know how many members paid dues for the month of May, 1937?

A. Well, I would approximate it over 700.

Q. Look at your cash book and tell us?

A. That record was kept by George Linde.

Q. But it shows over 700, doesn't it?

A. Yes, sir.

Q. And it shows—

A. I think it is 725. If I may refer to it, I can tell you exactly.

Trial Examiner McCarthy: Yes, refer to your book.

A. (Examining document.) Yes.

Q. (By Mr. Wham.) That was Conybear's term?

A. Yes; that was Conybear's term, 725.

Q. What is the fact as to the total number of dues 1269 that have been collected by the Independent Union?

A. Repeat the question, please.

Mr. Wham: Read the question.

(Question read.)

A. I don't get that question at all.

Trial Examiner McCarthy: He wants to know the total amount of money collected. Do you remember approximately?

The Witness: I can tell you right here, I have it here. (Examining papers.) As of the audit of March 5th—

Q. (By Trial Examiner McCarthy.) March 5th, 1938?

A. 1938. $2,860.50.

Q. (By Mr. Wham.) Now, directing your attention to the minute book and particularly to the minutes of April 22nd, 1937—

Trial Examiner McCarthy: Excuse me. I wonder if we can't stipulate and put the minutes in.

Mr. Reynolds: I won't stipulate to any minutes if I don't know when they were prepared. I want to look at them first.

Trial Examiner McCarthy: Even then you may not know when they were prepared.

Mr. Reynolds: I know, but I want to have some opportunity in the use of them for cross-examination.

Mr. Wham: Oh, yes.

Q. (By Mr. Wham.) Do you find there the min- 1270 utes for that meeting?

A. I do.

Q. And do you know who prepared them?

A. George Linde, who was secretary temporarily at that time.

Q. What do they show? What action was taken?

A. Shall I read the minutes?

Q. Just read the resolution.

Trial Examiner McCarthy: I think it would facilitate matters a lot if we can get together and put excerpts from the minutes without duplicating the relevant parts, and save time on both sides.

Mr. Wham: It is very short, if you will just read the resolution, I think it will be very short.

The Witness: The resolution: "Resolved that the constitution be and it is hereby ratified, approved and adopted; and the acts of the organizing committee are hereby ratified and adopted."

Q. (By Trial Examiner McCarthy.) What is the date of that?

A. April 22nd, 1937.

Trial Examiner McCarthy: I thought they were not ratified until May 4th, according to Mr. Linde's testimony.

Mr. Wham: No.

Trial Examiner McCarthy: That is my recollection.

Mr. Wham: The election was May 4th.

1271 Q. (By Mr. Wham.) Who made that motion?

A. "Mr. Reidel proposed the following resolution;" which has been read.

Q. Who seconded it?

A. Mr. Linde seconded the motion.

Q. Now, there is one other resolution in the minutes. Read that.

A. "Resolved that the committeemen and delegates named in the constitution continue to serve in their respective capacities for one month or until a general election can be held by secret ballot for the election of permanent committeemen and delegates."

Q. Now, directing your attention to the meeting of May 4th, 1937, will you state if those show who were elected officers?

A. Yes, sir.

Q. And delegates?

A. It does show.

Q. Does it show the number of votes cast?

A. It does not show the number of votes cast.

Q. Now, can you tell me if you know what votes were cast?

A. Upon the question I received—

Q. (By Trial Examiner McCarthy.) What was the question?

A. Our counsel, Mr. Wham, thought I had this. I said I didn't have the position, that Frank Conybear had
1272 taken those minutes, and Mr. Wham had condensed them; and I called Frank and he said that he had a note book, showed me it and it was illegible to me, and he gave me the figures which I can quote.

Trial Examiner McCarthy: Just a minute—

The Witness: Froling, 102. Heil, 24. Wilkie—

Trial Examiner McCarthy: Just give us the three top ones.

Mr. Wham: There are only just a few. If we add the whole thing it will only take a moment.

The Witness: Litster, 81. Brucks, 64. Linde, 115. Making a total in my way of adding of 417.

Q. (By Trial Examiner McCarthy.) Well, are these the three top men?

A. These are the three top men.

Q. (By Mr. Wham.) They are the three top men?

Trial Examiner McCarthy: That is cumulative voting, is it?

Mr. Wham: As I understand it the way they were elected the three top men served as delegates, those who got the highest votes served as delegates, but the purpose of putting this in was to show the total number voting at the time.

Q. (By Mr. Wham.) Were you present at that meeting?

A. I was present at that meeting in a voting capacity.

Q. Do you know what time of night that particular vote was taken?

1273 A. Oh, I would approximate it was somewhere around in the vicinity of ten. I am not certain though, it is only a guess. It was along about ten.

Q. How was it taken?

A. It was taken secretly, by ballot.

Q. And do you know whether or not all who had been there were there at the time?

A. The majority were, I wouldn't say all were.

Mr. Wham: That is all.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) That May 4th meeting have you got a resolution there?

A. As to what?

Q. What is that resolution?

Mr. Wham: For the election.

The Witness: This is the election: "Resolved"—

Trial Examiner McCarthy: Let me see that.

(Document handed to Trial Examiner.)

Mr. Wham: The only business transacted on May 4th was the election, as I understand it.

Trial Examiner McCarthy: According to Linde he said it was ratified on May 4th, according to my notes.

Mr. Wham: Either you or he made an error because the ratification took place on the 22nd. That is the meeting that I attended and I think I am qualified to testify myself.

1274 Trial Examiner McCarthy: Yes, that is the one that Paul Bozurich took part in.

Mr. Wham: That is right.

Trial Examiner McCarthy: Proceed.

Cross-Examination.

Q. (By Mr. Reynolds.) How long have you had this book?

A. I had that book immediately upon receiving the job as secretary.

Q. (By Trial Examiner McCarthy.) When did you get the job?

A. The latter part of July, the minutes will show it.

Q. (By Mr. Reynolds.) Who did the typing of the minutes?

A. I have typed the minutes—I am not certain as to who did the other—from that latter part of July on.

Mr. Wham: Prior to that time there was another secretary.

The Witness: There had been Frank Conybear first. You will not I ain't the best typist in the United States.

Mr. Wham: Don't volunteer any statements, just answer the questions.

Q. (By Mr. Reynolds.) Now, attached to the minutes of the meeting of April 22nd there is another typewritten slip in here and signed by you, giving the minutes of the meeting.

A. That is not signed by me.

Q. That was signed by Mr. Linde?

1275 A. That is right.

Q. How does that happen to be in your minute book?

A. I just said a minute ago that he was temporary secretary.

Q. Well, is this the form of the notice that was given to the employees?

A. That is what is on there.

Q. You don't know anything about it personally?

A. I couldn't say.

Q. You were working at the Link Belt Company, weren't you?

A. I was.

Q. You have seen that notice?

A. I did.

Q. Where was it prepared?

A. Where was it prepared?

Q. Yes.

A. You will have to ask the man who made the notice out.

Mr. Wham: Just answer yes or no or say you don't know. Don't get argumentative.

Q. (By Mr. Reynolds.) How long after the minutes were taken for these meetings did you type them up?

A. I said I didn't type them up other than after July when I received the book.

Q. All right, I am asking that question then, when did you type them up after you received the office, with
1276 reference to the time that you took down the notes?

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) After July the 1st or in July when you got the job, the office, then you had a meeting?

A. Yes.

Q. Let us say Friday night. He wants to know how long after that Friday night you started to type them up?

A. I would start on Saturday, or at the latest Monday.

Q. You took your notes in longhand, is that right?

A. That is right, I took the highlights.

Q. (By Mr. Reynolds.) Were the minutes approved at the following meeting always?

A. They were.

Q. (By Trial Examiner McCarthy.) What position do you hold?

A. I am secretary in the union.

Q. Of the local?

A. Of Local No. 1.

Trial Examiner McCarthy: He is the secretary of Local No. 1.

Mr. Wham: That is all, that is right.

Trial Examiner McCarthy: Linde is the secretary of the General Council.

Mr. Wham: Of the board of directors now.

1277 Trial Examiner McCarthy: Do you use the same minute book?

Mr. Wham: No, they have a different minute book.

Trial Examiner McCarthy: The question here is not so much Local No. 1 as the General Council.

Mr. Wham: I understood from the pleadings it was all with reference to the 39th Street plant; the Caldwell-Moore plant is not involved at all as I can see.

Mr. Reynolds: Mark this the next Board exhibit number.

(Thereupon the document above referred to was marked as Board's Exhibit No. 23 for identification.)

Trial Examiner McCarthy: But the Independent Union of Craftsmen is a lodge dominated union, isn't it?

Mr. Wham: They call it that, but within the 39th Street plant it is just the one local.

Trial Examiner McCarthy: Well, the domination does not—

Mr. Wham: In other words, you would have to go through a different hearing entirely to get the facts as to the formation of the lodge at Caldwell-Moore. As a matter of fact—

Trial Examiner McCarthy: It is a part of the Union of Independent Craftsmen.

Mr. Wham: As a matter of fact, it did not affiliate for some months.

1278 *Cross-Examination (Continued)*

Q. (By Mr. Reynolds.) I show you Board's Exhibit 23 for identification and ask you what that is?

(Handing document to witness.)

A. That was taken from the minutes to be posted upon the board to notify everybody in the department what the penalty would be.

Q. What is it? What is the notice?

Trial Examiner McCarthy: Penalty for what?

A. For acquiring membership in the Independent Union of Craftsmen, that there would be an initiation fee of $3.00.

Q. (By Mr. Reynolds.) If they did not join by a certain time?

A. Effective September 1, 1937, there will be an initiation fee of $3.00 required to acquire membership in the Independent Union of Craftsmen. That was signed by myself.

Q. When was that action taken by the union?

A. You will find out in the meeting previous to my going in.

Q. This is a form that you posted on the bulletin board?

A. That is right.

Q. Where did you prepare this?

A. At home.

Q. (By Trial Examiner McCarthy.) Is this just a local notice?

1279 A. Yes, sir.

Q. Or is it an Independent Union of Craftsmen's notice?

A. The Independent Union of Craftsmen, that is all, that is a local notice.

Q. (By Mr. Wham.) It was posted—

A. On the bulletin board.

Q. It was posted only at the 39th Street plant?

A. It was posted only at the 39th Street plant.

Trial Examiner McCarthy: Mr. Wham, do you understand that there is a distinction between the two plants in that one union?

Mr. Wham: Yes, very decidedly.

Trial Examiner McCarthy: What is the distinction?

Mr. Wham: We have a decided conflict at times between the two locals.

Trial Examiner McCarthy: That is just a matter of international organization, is it not?

Mr. Wham: It came to the matter of a company unit we would have to take a separate vote out there because they organized separately and affiliated.

Trial Examiner McCarthy: They were a part of the parent company—if they were a part it would seem that they would become involved, wouldn't it?

Mr. Wham: I don't see how they can unless the complaint involves them. In other words, there is no

1280 notice, even by the complaint, about them.

Trial Examiner McCarthy: Well, a notice to a part is also a notice to the whole, isn't it?

Mr. Wham: I don't think so, because the whole—

neither the whole nor the part is notified that there is anything wrong with the Caldwell-Moore setup, by the complaint.

Mr. Reynolds: May I interject to say that notice is no longer required by the decisions of the United States Supreme Court, anyhow.

Mr. Wham: I don't agree with that construction of the Supreme Court decision.

Trial Examiner McCarthy: I think we will have to be careful at the same time. There seems to be a distinction between the local and the union, as I understand it.

Q. (By Mr. Reynolds.) What was the purpose of this notice, Mr. Friberg?

A. According to what I believe were the instructions at that meeting—whatever meeting it was, I don't recall, the minute book will show that, to post that notice that there will be an initiation fee of $3.00 effective September the 1st.

Q. Don't you know that the purpose of it was to encourage those who had not already joined to do so immediately?

A. I would not say so.

Q. Do you know what the purpose was?

1281 A. I cannot answer that.

Mr. Wham: What is that exhibit number?

Mr. Reynolds: 23. I will offer in evidence this document as Board's Exhibit No. 23.

Trial Examiner McCarthy: It may be received.

(The document heretofore marked "BOARD'S EXHIBIT NO. 23" for identification was received in evidence.)

Q. (By Mr. Reynolds.) How many of your members are now in good standing, Mr. Friberg?

A. Well, if you relate that—what date do you wish to refer to?

Q. For the month of February how many members paid dues?

A. I have it right here (examining book), 346.

Q. (By Trial Examiner McCarthy.) That is just for the 39th Street local?

A. That is right.

Q. That does not refer to the total income of the union?

A. No, sir.

Mr. Reynolds: That is all.

Mr. Seyfarth: Mr. Examiner, may we take a little time off, please? I notice it is after twelve.

Trial Examiner McCarthy: I see all these men here. Are they working Monday? If it will be more convenient to the men we can continue on this afternoon. I
1282 understand that they are only working three days a week.

Mr. Wham: May I go off the record?

Trial Examiner McCarthy: Yes. We will adjourn until one o'clock.

Mr. Reynolds: I want to say something on this. It seems to me the convenience of counsel has to be considered in this matter, too. We have other matters besides this one case to consider. Personally, I have some very pressing matters which should be taken care of this afternoon. I don't relish the idea of all day Saturday and nights.

Mr. Seyfarth: I have some pressing matters I would like to finish. My preference would be that we adjourn until Monday morning.

Mr. Wham: Personally I would like to go ahead because I have a number of people down here.

Trial Examiner McCarthy: In view of the number of witnesses we will continue this afternoon.

(Whereupon a recess was taken until 1:00 o'clock P. M.)

1283 After Recess.

(Whereupon, the hearing was resumed, pursuant to taking of recess, at 1:00 o'clock P. M.)

Trial Examiner McCarthy: The hearing will come to order.

ALVIN N. FRIBERG, a witness called by and on behalf of the Intervener, being previously duly sworn, resumed the stand and testified further as follows:

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Witness, I hand you Board's Exhibit 23, which is the notice posted on the Independent Union bulletin board, stating:

"To whom it may concern: Effective September 1st, 1937 there will be initiation fee of $3.00 required to

acquire membership in the Independent Union of Craftsmen. (Signed) A. Friberg, Acting Secretary."

You stated you prepared this document?

A. I did.

Q. Did you prepare it in your home?

A. I did.

Q. Was it prepared on your typewriter?

A. It was the union's typewriter, it belonged to the local.

Q. The union owns a typewriter, does it?

1284 A. They do.

Q. When did you purchase that typewriter?

A. Exactly I couldn't say without referring back to the voucher.

Q. (By Trial Examiner McCarthy.) Give the approximate date?

Q. (By Mr. Seyfarth.) Was it after you became secretary?

A. It was after I became secretary.

Q. Then you became secretary what date?

A. The latter part of July.

Q. I show you Board's Exhibit 2-A and Board's Exhibits 19, 21, 20 and 22, and ask you to examine the typewriting on those exhibits, and ask you if the typewriting is the same or different from the typewriting on Board's Exhibit 23, which you hold in your hand?

(Handing documents to the witness.)

A. Are you referring to this side or to this side? (Indicating.)

Q. That side with the purple ink.

A. No.

Q. It is not the same as Board's Exhibit 23?

A. That is right.

Q. You are referring now to Board's Exhibit 20, and you state it is not the same typewriting as Board's Exhibit 23?

A. Right.

1285 Q. Now, with reference to Board's Exhibit 21 will you state what is the fact with reference to the typewriting shown on that exhibit, as compared to the typewriting on Board's Exhibit 23?

A. This is the first time I have ever seen it, and it is not the same.

Q. (By Trial Examiner McCarthy.) Did you prepare those others, those other exhibits, aside from the first which you did prepare?

A. No.

Trial Examiner McCarthy: I think that answers the question.

Mr. Seyfarth: I want the record to be certain on the question of whether or not the typewriting is the same.

Trial Examiner McCarthy: The exhibits will speak for themselves.

Mr. Seyfarth: Yes, but I would like to have this witness, who has now observed Board's Exhibit 23, state whether or not the typewriting on that is the same as on Board's Exhibits 19 and 21?

The Witness: It is not.

Q. (By Mr. Seyfarth.) And do you know anything about Board's Exhibits Nos. 19 to 22, both inclusive?

A. I do not.

Q. I presume you purchased a typewriter after 1286 you felt that you could afford one?

A. That is right.

Mr. Seyfarth: That is all.

Further Cross-Examination.

Q. (By Mr. Reynolds.) How were the minutes of the earlier meetings typed up?

A. They were in the hands of another secretary.

Q. Then you don't know what typewriter he had or used?

A. I do not.

Mr. Reynolds: That is all.

Further Cross-Examination.

Q. (By Mr. Seyfarth.) Have you the yearly minutes with you?

A. I have them here.

Q. Will you show them to me, please?

(Documents handed to counsel.)

Mr. Seyfarth: If the Examiner please, it is my understanding that these records were not to be introduced in evidence.

Trial Examiner McCarthy: That is my understanding.

Mr. Seyfarth: Then I would like the witness to examine all of the minutes of the meetings of the Independent Union prior to the time he became secretary.

Q. (By Mr. Seyfarth.) Will you do that now? Just thumb over the pages.

1287 Mr. Wham: May I shorten this up by saying that I typed the original minutes?

Trial Examiner McCarthy: That is enough, that covers it.

Mr. Seyfarth: If it is understood that none of the minutes of the Independent Union are typed by him previous—

Trial Examiner McCarthy: They were typed by Mr. Wham.

Mr. Seyfarth: That is, that they were typed by Mr. Wham.

Trial Examiner McCarthy: That is right.

Mr. Seyfarth: That goes for all the minutes of the Independent Union prior to Mr. Friberg became secretary.

Trial Examiner McCarthy: Is that correct?

Mr. Wham: Yes, I believe so.

Mr. Seyfarth: Is this so understood, Mr. Reynolds?

Mr. Reynolds: Yes.

Q. (By Mr. Seyfarth.) Did you type off the minutes of the meetings of the Independent Union after you became secretary on the typewriter that you purchased?

A. No, there was possibly three weeks that we rented a typewriter.

Q. Who did you rent the typewriter from, Mr. Friberg?

A. From a party by the name of Strauss, 5221 Morgan.

Q. Is his business that of renting typewriters?

A. No, but I knew the people and I asked if I
1288 could be permitted to use the typewriter for a fee, if a fee could be obtained for such service.

Q. Has Mr. Strauss got any connection that you know of with the Link Belt Company?

A. No, sir, none whatever.

Mr. Seyfarth: That is all.

Redirect Examination.

Q. (By Mr. Wham.) How many employees of the Link Belt Company are eligible to join the union now?

Trial Examiner McCarthy: You are speaking of the local?

Mr. Wham: Of the local.

A. I would say just a little over 700 as a round figure.

Q. (By Mr. Wham.) Do you think it is over or under?

A. Slightly over, I wouldn't say to any extent at all.
Q. How many would you say have been let out or laid off?
A. That is a figure that I really couldn't answer definitely.
Q. Has there been quite a number?
A. There has been quite a number laid off.
Q. What is the fact with reference to the necessity of paying dues in the Independent in order to be in good standing?
A. In answer to that I would say that there is a minute that I have in the book—I don't recall what
1289 meeting—that he be given sixty days grace due to business conditions.
Q. What about the authority of the Independent to represent these employees even though they are in default in their payment of dues?
A. Will you repeat the question please?
Mr. Wham: Read the question.
(Question read.)
Mr. Reynolds: I object to that question because it calls for a conclusion.
Mr. Wham: I am referring now to Board's Exhibit 2, a copy of the application card of the Independent Union.
Trial Examiner McCarthy: Will you repeat the question, Mr. Wham?
Q. (By Mr. Wham.) Does the Independent Union continue to bargain for these members who are in default in payment of dues?
A. They do, so long as they are considered employees.
Mr. Wham: That is all.
Mr. Reynolds: No other questions.
Trial Examiner McCarthy: Witness excused.
(Witness excused.)
Mr. Wham: I will call Mr. Rosenbaum.

ARTHUR H. ROSENBAUM, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

1290 *Direct Examination.*

Q. (By Mr. Wham.) What is your name?
A. Arthur H. Rosenbaum.
Q. Where do you live, Mr. Rosenbaum?
A. 5204 Drexel Avenue.

Q. That is in Chicago?
A. Yes, sir.
Q. Where do you work?
A. Link Belt Company, 39th Street plant.
Q. Do you hold office in the Independent Union of Craftsmen?
A. I do.
Q. What are you?
A. Treasurer.
Q. How long have you been treasurer?
A. Since the first night of the election of officers.
Q. (By Trial Examiner McCarthy.) When was that?
A. That was May, I think the 22nd, something like May the 22nd.
Q. Last year, 1937?
A. 1937.
Q. (By Mr. Wham.) You are not quite certain of that, Mr. Rosenbaum?
A. I am pretty sure it was May 22nd.
Q. Now, you have some records, have you, as treasurer?
1291 A. I have.
Q. Will you produce them?
(Documents handed to counsel.)
Q. Now, you produced some books and other documents. I show you the first one, and ask you what that is?
A. Check book.
Q. I show you another one and ask what that is?
A. That is a record of all money received or paid out, vouchers and checks to correspond with the vouchers.
Q. I show you what appears to be a bank statement.
A. That is a statement from the bank and cancelled checks.
Q. What bank do you do business with?
A. The Drexel State Bank.
Q. I show you what appears to be cancelled checks.
A. Those are the cancelled checks up to the date of March 5th.
Q. Here is a bundle, what is that?
A. Those are vouchers for all checks which have been drawn.
Q. Can you tell us what amount of dues have been collected by Local No. 1?
Trial Examiner McCarthy: Hasn't that already been testified to?
Mr. Wham: I just wanted to be sure.

Trial Examiner McCarthy: Let us avoid repetition if it has already been testified to.

1292 Q. (By Mr. Wham.) Was the figure given by Mr. Friberg this morning correct?

A. $2,860.50 up to March 5th, 1938.

Q. Now, do all bills come to you for payment?

A. All bills come to the secretary and are turned over to me afterwards.

Q. How are they paid?

A. Mr. Friberg draws a voucher for the amount and I make out the check, countersigned by Mr. Friberg.

Q. How much money has the union expended since its organization? I mean Local No. 1.

A. Local No. 1 has expended $2,735.08.

Q. How much money have they got in the treasury?

A. $543.66, March 5th, 1938, the balance in the bank.

Q. Isn't there a little discrepancy there? You say you have taken in $2,800 odd.

A. $2,860.50.

Q. How much did you spend?

A. $2,735.08.

Q. Leaving a balance of about $125?

A. There are different figures which are taken in at the end, which does not come in connection with the dues, which is added, but not from the dues.

Q. But the fact is you have $500 and some odd in the bank at the present time?

1293 A. $543.66.

Q. Were you active in the organization of the Independent Union?

A. I was when they first started.

Trial Examiner McCarthy: That is enough. Did you want him to explain his answer.

Mr. Wham: No.

Q. (By Mr. Wham.) What did you do?

A. We first got together. We met with George Linde—

Q. You were one of the original group, were you?

A. Yes, sir.

Q. Would your testimony on that be the same as Mr. Linde's?

A. The same, absolutely.

Q. Did you do any soliciting?

A. I didn't do much soliciting because I didn't have much time to do it, although I may have on a few of the application cards.

Q. Not on the original list?

A. Not on the original list.

Q. In getting those application cards signed up when did you do it with reference to working hours?

A. At the noon hour, I may have got a few at the noon hour; I may have got a few in the working hours as the men came around to me to see me.

Q. You say you might have?

1294 A. Yes.

Q. You don't know?

A. I don't know positively, I may have, a few.

Q. Were any supervisors around at that time?

A. How?

Q. Any supervisors see you?

A. No.

Q. Has the union ever received any financial help from the Link Belt Company?

A. Not one penny.

Trial Examiner McCarthy: You are speaking of the union or the local now?

Mr. Wham: I am talking of the local now.

Q. (By Mr. Wham.) You would not know about the other?

A. I know nothing about the Caldwell plant whatever.

Q. (By Trial Examiner McCarthy.) About what?

A. The Caldwell plant, Local No. 2. This is all Local No. 1.

Q. (By Mr. Wham.) Did you see any solicitation for any other union?

A. No, I have not.

Mr. Wham: That is all.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Where do you work in the plant? What is the nature of your work?

1295 A. Steel chipping inspector.

Q. Steel chipping inspector?

A. Yes, sir.

Q. You spoke of some other money besides dues; what moneys were those?

A. When we originally organized, what money was taken in at that time, less the expenses paid out, that was turned over to me as treasurer.

Q. What was the source of that money that was taken in?

A. $362, that is, less the expenses that were taken out.
Q. Where did that money come from? What is the source of that money?
A. From members who joined the Independent Union of Craftsmen.
Q. That is the organizing committee's contribution?
A. That is right, that was money paid in by each member who signed their names.
Q. As dues?
A. As dues, and paid over as dues.
Q. As I understood your testimony you said you had a certain amount of money from dues and an additional sum. What is that additional sum other than dues?
A. We had a dance, there is money from a dance in there.
Q. When was the dance?
A. The dance was on January 22nd.
1296 Q. 1937?
A. 1938.
Q. (By Mr. Wham.) How much did you take in on that?
A. The money I received was $197.05.
Q. What is the source of this? There is some other money in that besides dance money?
A. The amount—
Q. (By Trial Examiner McCarthy.) And dues?
Q. (By Mr. Wham.) And dues?
A. The amount I originally received at the time was $161.50.
Q. Mr. Linde was treasurer for a while?
A. Linde was treasurer for a while.
Q. Have you omitted some things in that period?
A. I am taking in the dues that were taken in after I was in office.
Q. How much did you get from Mr. Linde?
A. $160.55.
Q. (By Trial Examiner McCarthy.) Do you consider yourself a supervisory employee?
A. No, sir, I do not.
Q. Isn't an inspector on the same plane as a foreman?
A. No, sir.
Q. Does he get about the same money or more money?
A. He does not get as much as a foreman.

Cross-Examination.

1297 Q. (By Mr. Reynolds.) You say you collected $2,860 for dues?

A. $2,860.50.

Q. $2,860.50. Now, there was some dues which was not collected in that figure of $2,860.50?

A. The original, yes.

Q. And the amount that was collected that is not included in there is what?

A. $161.55.

Q. $161.55?

A. Yes, sir.

Q. (By Mr. Wham.) Wasn't that amount turned over by Mr. Linde?

A. To me.

Q. Wasn't that originally a larger amount?

A. Yes.

Q. Give us the total?

A. $362.05, which Mr. Linde collected.

Q. (By Mr. Reynolds.) Those were dues collected?

A. Yes, sir.

Q. All made prior to July, is that right?

A. All made prior to July.

Q. Then you made $197.05 on the dance?

A. That is correct.

Q. Was that clear money?

1298 A. It was not clear money, but it was money I received.

Q. How much of that was expenses?

Q. (By Trial Examiner McCarthy.) On the dance?

A. The dance was a loss.

Q. (By Mr. Reynolds.) You had a loss on the dance?

A. We had a loss on the dance. That was money that was money that was turned back to me.

Q. I see where you received $362.05 from a former treasurer, is that right?

A. No, I did not.

Q. What did you receive from the former treasurer?

A. I received $161.55 from the former treasurer.

Q. $161.55?

A. $161.55—not from the former treasurer, he acted as treasurer.

Q. That is dues collections over and above the $2,860.50, is that right?

A. Correct.

Q. In other words, Local No. 1 has collected $3,022.05 in dues since it started?

Mr. Wham: No, that is not what he said. You have to add the $2,860 and $360 to get the amount.

Trial Examiner McCarthy: That is the total money?

The Witness: The amount of money collected from June 1st, 1937 to March 5th, 1938 was $2,860.50.

1299 Trial Examiner McCarty: We are talking about prior to June.

Q. (By Mr. Reynolds.) How much was collected prior to June 1st?

A. $362.05.

Q. Is that all dues?

A. That is all dues.

Q. And what is the $161.55 that you mentioned?

A. That is less expense which was paid prior—which was turned over to me; $201.50, was the expense.

Q. You only received a net amount of $161.55?

A. I received a net amount of $160.55.

Q. $161.55?

A. No, $160.55. I received an extra dollar from Frank Conybear, which totaled $161.55.

Q. (By Mr. Wham.) Are the expenses which George Linde paid before he paid you that sum, are they added in your total expenses?

A. No, I have just the $201.50, that is all I have.

Q. Then you added $201.50 to your total expenses?

A. No, that has nothing to do with the other figure at all.

Q. (By Mr. Reynolds.) You started out on June 1st with $160.55?

A. $161.55, that is what we started with on June 1300 1st. I received an extra dollar from the former secretary.

Q. (By Mr. Wham.) How much have you taken—

Mr. Reynolds: Allow me to ask these questions.

Mr. Wham: All right, I am trying to get the facts.

Q. (By Mr. Reynolds.) Since June 1st how much have you collected from any source?

A. $2,860.50 for dues.

Q. You didn't collect anything on the dance because that is a loss?

A. That is a loss, but I received $197.05 back, but the dance was a loss.

Q. (By Trial Examiner McCarthy.) You received it back?

A. That is money that they turned back that they took in. There was no profit on the dance, it was a loss.

Q. Then you paid out some money for the expenses on it?

A. Yes, sir.

Q. How much did you spend?

A. That I don't know, that was up to the entertainment committee, the figure they had.

Q. Now, you testified that you have spent $2,735.

A. The total expense has been $2,735.08.

Q. Does that include the loss on the dance?

A. Absolutely, all of it is included in there, yes, sir.

Q. (By Mr. Wham.) How much did you take in on the dance?

A. I received $197.05.

1301 Q. (By Mr. Reynolds.) The balance on March 5th was $543?

A. $543.66.

Q. (By Mr. Wham.) How do you account for that $59?

A. How?

Q. How do you account for the other $59?

A. There was $50 assessed to Local No. 2 at Caldwell plant to start their union and $9.64 that we paid out for fees for them which was returned to us, $59.64.

Q. (By Mr. Reynolds.) Now, who asked you to solicit for the Independent Union?

A. Nobody asked me to solicit.

Q. How did you happen to solicit?

A. Because I sent out application cards.

Q. Well, you said you asked members to join?

A. I did, they signed the application cards.

Q. You must have gotten the cards from somebody, didn't you?

A. The cards were turned out by Mr. Linde.

Q. Did he give you any instructions about—

A. No, no instructions whatsoever.

Q. Did he tell you that you were to be careful and not let the boss see you?

A. I knew that myself without having to be told.

Q. He didn't tell you?

A. No, sir.

1302 Q. How many did you sign up?

A. That is pretty hard to tell in round figures.

Q. (By Mr. Wham.) Well, approximately?

A. Maybe 15 or 20.

Q. (By Mr. Reynolds.) How many of that 15 or 20 did you sign up during working hours?

A. Very few.

Q. Did you sign them on the plant premises?

A. No, sir, I did not.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Your books seem to balance, don't they, Mr. Rosenbaum?

A. They audited the secretary's books and my books, and both balance.

Mr. Seyfarth: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Wham: Mr. Kowatch.

JOHN J. KOWATCH, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) State your name.

A. John J. Kowatch.

1303 Q. And what is your address?

A. 4222 South Wells.

Q. Where do you work, Mr. Kowatch?

A. I work at the Link Belt, 39th street plant.

Q. Do you have an official position with the Independent Union?

A. I am vice president of Local No. 1.

Q. How long have you held that position?

A. Since the very first election.

Q. (By Trial Examiner McCarthy.) When was that, do you recall?

A. It was sometime in May, I don't recall exactly the date.

Q. Was this election—

A. At the first election, the first general election.

Q. Was that for the union or was it for the local, or was it for both?

Mr. Wham: What happened was—

Trial Examiner McCarthy: In other words they are practically identical, aren't they?

Mr. Wham: No, they are not. The local held an election, and in electing the local officers they elected three delegates to the General Council. All that has been testified to, and the minutes and everything, as of May 4th.

Q. (By Mr. Wham.) Were you active at all in the organization of the Independent Union?

1304 A. I was.

Q. What did you do?

A. Well, I solicited members, and I acted as vice president in the best interests of the union.

Q. Well, you were not vice president at that time?

A. No, no, not necessarily, that is right.

Q. Well, what did you do?

A. I just solicited memberships and tried to keep our total membership above par.

Q. Did you have one of these lists which has been testified to?

A. I did, I had a list and went around and got signatures.

Q. How many did you get?

A. I got anywhere from 100 to 250.

Q. What time of day with reference to working hours did you get them?

A. Well, I got some during working hours, I got some at the lunch hour, and before they came in to work.

Q. How many would you say that you got on company time; do you know?

A. About one-fourth.

Q. And were the supervisors around at that time?

A. No, I saw to that, that I was always in the clear. By that I mean that I watched where the bosses went; if they went one way I went the other way.

1305 Q. (By Trial Examiner McCarthy.) What job do you hold in the shop?

A. Pattern inspector and checker.

Q. What?

A. Pattern inspector and checker, which brings me practically all over the plant.

Q. (By Mr. Wham.) Now, Pete Solinko testified that Stanley Staske sent him out to see you, and that you came to see him then while he was working on his machine and asked him to sign up for the Independent, and told him that, "We want to find out how you stand, and the company wants to find out who it is going to keep on the job."

Do you remember any conversation of that kind, Mr. Kowatch?

A. I do not.

Q. Well, if it had happened, would you remember it?

A. If it would have happened I would most undoubtedly have remembered it, but it didn't happen.

Q. You say that it did not happen?

A. No, sir.

Q. What is your answer, that it did or did not?

A. My answer is that it is a lie.

Q. All right. Did you ever talk to Pete Solinko about the Independent Union?

A. I perhaps have, I have spoken to practically
1306 every man in the foundry; but from Adam I wouldn't know Solinko if he walked in that door.

Q. You probably took his application, didn't you?

A. I probably did. There are a lot of men I know by sight that I don't know by name.

Trial Examiner McCarthy: That is enough, just answer his question.

Q. (By Mr. Wham.) Now, Edward White testified that you solicited him and talked to him for twenty minutes in the center of the aisle during working hours.

Do you recall that conversation?

A. I never stopped twenty minutes to see any one man.

Q. How long was the longest time you talked to any one during working hours?

A. From two to three minutes.

Q. Do you recall talking to Edward White during working hours?

A. Yes, I talked to him a lot of times, not necessarily about union activities, more or less about his work.

Q. What did you say your work is?

A. Pattern inspector and checker.

Q. Does that require you to talk to some of the employees?

A. How?

Q. Does that require you to talk to some of the employees?

A. It certainly does.

1307 Q. In the course of your duties?

A. In the course of my duties, yes.

Q. (By Trial Examiner McCarthy.) What is the nature of your duties?

A. If they get a job out there and they find they have

the wrong hubs or anything like that, that go with the patterns, they call me out to rectify it.

Q. What do you check?

A. I check the pattern according to the order.

Q. That is a supervisory job, isn't it?

A. No, it is not.

Q. It is not a creative original job, you are supervising somebody else's work. If a man makes a mistake, it is up to you to check it?

A. No, I am the one that gets the blame for it when the job is done wrong.

Q. You don't actually do it, somebody else does it?

A. I check the pattern.

Q. Somebody does the work subject to your check?

A. They make the molds, absolutely, I have nothing to do with that.

Q. (By Mr. Wham.) You are a specialist, aren't you?

A. A what?

Q. How many are there of you in the pattern shop doing the same kind of work?

1308 A. I am all by myself.

Q. And you would be considered an expert on that subject, would you not?

A. It would be very agreeable with me if I were, but I must say I am not, I am full of mistakes.

Q. Just what do you do?

A. I have to call for the patterns, and when the patterns come from the pattern vault, it is up to me to check them and inspect them to see that they are in working condition so that we may get good castings from these patterns and that they jibe with the order.

Q. What inspection do you do; do you inspect the work of the men or do you inspect the patterns?

A. I inspect the patterns, I have nothing to do with the castings. They have inspectors for that. I inspect the patterns before they get in the sand.

Q. Now, John Thomas testified that you asked him to join "the company union," that you signed up many others, and he asked you what benefit he would get from the Independent Union and he said you said, "We want to try to keep the outside union out."

A. I don't believe I know John Thomas.

Q. Did you describe the Independent Union as a company union?

A. I did not.

1309 Q. What is the reason that you helped organize the Independent Union?

A. Well, the Wagner Act was made constitutional by the Supreme Court. It was a case of getting a union, and why have outside people in our affairs when we can take care of them ourselves.

Q. Now, he also testified that you talked to him again the next day and told him if he did not join the Independent—or rather, if he joined the Independent that he would be sure of having a steady job.

Do you remember that conversation?

A. No, I said no such thing to anybody. How do I know but what I was not going to be fired the next day or laid off.

Q. Did you ever have any understanding with the company that an Independent man would be more sure of his job than others?

A. I did not.

Q. (By Trial Examiner McCarthy.) How long have you been with the company?

A. It will be 16 years this July or June.

Q. (By Mr. Wham.) Now, Paul Bozurich testified that you asked him to join the Independent Union in the plant, and then about that same afternoon you waited for him at the entrance and had a booklet with his name in
1310 it with the statement "Signed by refused to pay," and asked him to take the booklet and pay his first month's dues, and told him it would be for his own benefit.

A. I never waited for anybody before or after working hours.

Q. Well, do you recall any such conversation?

A. Well, I have spoken to everyone in the plant, for that matter.

Q. (By Trial Examiner McCarthy.) Did you have a book with that statement in it?

A. Well, that book may be a dues book.

Q. Yes.

A. That is possible.

Q. Which stated "Signed but refused to pay," is that correct?

A. That is possible.

Q. (By Mr. Wham.) Well, is it probable?

A. Very probable.

Q. Do you recall talking to Paul Bozurich and trying to get him to take a membership book?

A. I spoke to Paul Bozurich once or twice and asked him whether he would join up with us, that is all.

Q. Did he ever have a membership book?

A. No, not that I recall.

Q. (By Trial Examiner McCarthy.) As I under-
1311 stand he would not be entitled to a membership book unless he paid his 50 cents?

A. He would be given a membership book to show that he paid.

Q. After he paid the 50 cents?

A. He would not get a membership book until he had paid.

Q. (By Mr. Wham.) Did you make out any books for any one before they were signed up?

A. I did not make out any books, they were made by the secretary.

Q. Do you know whether any books were made for any employees who had not already signed applications?

A. I don't believe so, because these books were made from the application cards.

Q. Now, George Lackhouse testified that you came in where he was working and asked him to join the Independent; and the steel cleaning department was only working eight hours a day at that time, and he wanted to know how come because the other departments were working nine hours, and you told him that there were 65 men in that department and only 9 of them belonged to the Independent, and that was the reason for it?

A. I never said any such thing.

Q. Did you have any conversation with him at all?

A. We had an argument at one time, not referring to the union, and that was in regard to money, N. R. A.
1312 rates, that were taken away from us when the depression came in 1931, whether we ever got anything back. He said that we did not, and I said we did, and I said that I will go on record to prove that we got back 21 per cent more than was taken away from us.

Q. That is the only conversation?

A. That is the only conversation with George Lackhouse.

Q. You had no such conversation as outlined in my question?

A. No, sir.

Q. Is it a fact that that department was on an 8-hour day while the rest of the plant was working 9 hours?

A. That may be possible.
Q. How is it possible?
A. It depends on how much work they have. They can't run 9 hours if they can clean up in 8 hours.
Q. Do you know whether or not they were running 9 hours three weeks later?
A. That I don't know.
Q. Now, Stanley Balcauski testified that you approached him and said, "Don't be foolish and go with the C. I. O.; you are a pretty smart fellow, why should you care for the other man, why work like that. Don't be a sucker."
Do you recall any such conversation?
A. I don't remember any such conversation like
1313 that. He talked to me as much as I talked to him.
Q. Where was that?
A. On company time, right in the work.
Q. Which one approached the other?
A. What was the question?
Q. Which one approached the other?
A. We were pro and con for about a week.
Q. Stanley Balcauski is a molder?
A. No, he is a core maker.
Q. (By Trial Examiner McCarthy.) Your position takes you around the plant.
A. This particular incident, he come up to the pattern floor to get core boxes, and in the meantime, of course, we got in this conversation.
Q. (By Mr. Wham.) Were you ever approached by the C. I. O. to sign up in the C. I. O.?
A. I believe I was—I dare say I was about one of the first ones Mr. Salmons tried to get.
Q. When was that?
A. I was still at the south end of the foundry, a casting inspector at that time.
Q. When was that?
A. Before he was laid off, before he was fired.
Q. In 1936?
A. Yes, sir.
1314 Q. (By Mr. Wham.) With reference to working hours, when was it?
A. It was right during the forenoon.
Q. And during working hours?
A. During working hours, yes.
Q. How long did that conversation take?

A. Oh, maybe twenty minutes, half an hour.

Q. I thought you said you never talked to anybody for twenty minutes?

A. I did not go around talking to anybody, that was at the time that we took up the solicitations, but this was way before that.

Q. You arranged for the Independent Union bulletin boards?

A. I did.

Q. Tell us about that.

A. Well, Mr. Litster and Mr. Froling asked me to get bulletin boards made, and I took it upon myself to get them made. I went over to the pattern shop and asked the pattern foreman to get me the lumber and have them cut out, and I put through a personal requisition and paid for that material.

Q. Did you get paid?

A. It was paid, yes.

Q. Did you pay the company?

A. I paid the company.

Mr. Wham: That is all.

1315 *Cross-Examination.*

Q. (By Mr. Reynolds.) Did you pay for the material and labor?

A. Material and labor, for cutting them out. It took about ten minutes to cut out the boards. There was no fancy trimming on them, just plain board.

Q. Referring again to this conversation with Mr. White, do you remember that Mr. White asked you whether you had punched your time out?

A. I don't recall any such thing.

Q. Don't you remember that you told him that you had punched your time out?

A. I don't remember that.

Q. And he asked you if you had punched his time out?

A. No.

Q. What is the fact about that, did you punch your time out when you did your solicitation?

A. I did one time. I daresay I was short ten hours on my pay that week, that I sacrificed for the Independent Union.

Q. You did one time?

A. That was done two times.

Q. Then you punched out twice?
A. Yes, sir.
Q. Did you ask the foreman if you could leave your job and punch out your time?
1316 A. Sure.
Q. (By Trial Examiner McCarthy.) How much an hour were you getting at that time?
A. I was getting 90 cents.
Q. 90 cents, and you gave about ten hours work?
A. I gave about ten hours of my time.
Q. (By Mr. Reynolds.) Did the foreman say anything to you about your absence from your job during that ten hours?
A. He asked me where I was, and I told him I was away on business.
Q. Away on business. You were in the plant?
A. All right, if he didn't see me, he didn't know.
Q. He didn't see you any time during the ten hours?
A. Perhaps he was not in the plant himself.
Q. I am asking whether he saw you?
A. I don't know whether he saw me, I didn't see him.
Trial Examiner McCarthy: Just say so, that you don't know.
A. All right, I don't know whether he saw me.
Mr. Wham: Just answer the question.
Q. (By Mr. Reynolds.) Did you urge the men to sign, did you urge them very much if they didn't want to?
A. I did not, I did not, I just asked if they wanted to sign, and if they did not, I walked away. That was all the coercion I used, I left it entirely to their discretion.
1317 Q. Did you say that you spoke to practically every man in the plant?
A. No, in the foundry.
Q. How many were there in the foundry, about 300?
A. About 300, yes.
Q. How long do you suppose you averaged with each man?
A. A couple of minutes.
Q. A couple of minutes?
A. Yes. All I asked them was whether they wanted to join or not, and if they didn't I walked to the next one.
Q. No foreman ever told you about solicitation on company time?
A. No, they had no reason to.
Q. Did you ever have any instructions from any foreman or supervisor about activity for the union on company premises?

A. No. I heard it from other fellows, but not directly.
Q. Was there ever any bulletin or sign put up in regard to that matter?
A. Not that I recall.
Q. You solicited only in the foundry?
A. Only in the foundry.
Q. You signed up about half of the men in the foundry?
A. I signed up between 100 and 150.
Q. And the other 100 or 150 turned you down?
A. Some turned me down, others said they would
1318 think it over, others said they belonged to the C. I. O. already.
Mr. Reynolds: That is all.
Trial Examiner McCarthy: We will take a five minute recess.
(A short recess was taken.)

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Kowatch, did Mr. Litster and Mr. Froling tell you how many bulletin boards to have made?
A. They told me to get about five, five or six. Well, we had eight of them made.
Q. Did they tell you what kind of bulletin boards to make?
A. No, just a plain piece of board that we can post our notices on.
Q. What kind of board was it that you got?
A. Plywood.
Q. Plywood?
A. Yes.
Q. Was it painted?
A. We painted it.
Q. Did it have any molding around it?
A. No, no fancy trimming of any kind, just rounded off on one end to show which was the top and the bottom.
Q. Did either Mr. Froling or Mr. Litster tell you where to get the bulletin boards?
A. He did not, just to get them.
1319 Q. Was there an understanding between you and Mr. Litster and Mr. Froling where you were to get the bulletin boards?
A. No, sir, they didn't know where I was going to get them until they had them in their hands.
Q. Who did you see of the company about getting the bulletin boards?

A. The foreman of the pattern shop.
Q. What is his name?
A. Fred Carlson.
Q. What did you tell Carlson?
A. I told him I wanted some bulletin boards made for myself, just plain boards. I just told him boards and gave him the size.
Q. (By Trial Examiner McCarthy.) They were just a piece of plywood rounded off, is that what they were?
A. They were made about 14 to 16 inches wide and 18 to 20 inches long, rounded off on one end.
Q. (By Mr. Seyfarth.) How much did you pay for them?
A. $1.43.
Q. You paid that out of your own pocket?
A. That was taken out of my pay when the requisition went through in the regular way.
Q. Was that the ordinary practice whenever any employee wanted some work done in the plant?
A. Absolutely, you sent through a personal requisition.
1320 Q. Did you sign a personal requisition?
A. I did.
Q. Have you got a copy of it?
A. I have not.
Q. Have you got a receipt from the union for your reimbursement?
A. I have.
Q. Where is that now?
A. In the hands of the secretary.
Q. (By Mr. Wham.) Mr. Friberg?
Q. (By Mr. Seyfarth.) Mr. Friberg?
A. Either Friberg or Rosenbaum has them, I don't know who keeps the receipts or the bills.
Q. What was that amount?
A. $1.43.
Q. Do you know how long it took to make these bulletin boards?
A. I would say at the most about 15 minutes.
Q. What was the thickness of the plywood?
A. It was either one-half inch or five-eighths.
Trial Examiner McCarthy: Is this material?
Mr. Seyfarth: I think it is material to show—
Trial Examiner McCarthy: It shows very clearly, I think, that it was just a plain plywood board. I thought at

first that they had a glass front or something. It
1321 seems to me that it is rather trivial.

Mr. Seyfarth: I think this whole subject of bulletin boards is trivial.

Q. (By Mr. Seyfarth.) Now, is it a part of your duties to give orders to the various men in the foundry?

A. No, sir, I am not in a supervisory capacity.

Q. Have you any power whatsoever to order men to go places or perform certain tasks?

A. No, sir.

Q. I take it that your duties are confined solely to inspecting the patterns when you get them from the pattern vault?

A. Correct.

Q. And then take them to the men?

A. Take them to the men?

Q. Do you take them to the men?

A. No, they come and get them.

Q. The men come and get them?

A. The foreman gives out the jobs, and they get the patterns for them.

Q. The foreman tells the men what to do?

A. What job comes first, yes.

Q. And then the men go to the pattern vault?

A. No, no. According to the orders they are brought over from the pattern vault to the foundry, what we
1322 classify as our hub room.

Q. Hub room?

A. Yes, the hub room. They are brought there and they are set to one side, and some of them are piled up. Then it is up to me to inspect them and check them, and to put tag orders on them, and the molder foreman comes along and he distributes the jobs to the different men.

Q. If you make a mistake in inspecting the patterns it might cause the men to make a poor quality product, is that right?

A. That is correct.

Q. You and the men are more or less engaged in a cooperative effect in turning out a product which is a good product?

A. Absolutely.

Q. Now, when was your conversation with Stanley Balcauski?

A. I can be explicit on that because I remember the date of my wedding anniversary, which happened to be the 14th day of May, 1937.

Q. How long did that conversation with Balcauski take place?

A. He and I were arguing back and forth all day from morning until night, pro and con. He was giving me his side and I was giving him my side.

Q. That was during working hours?

1323 A. That was during working hours, even during lunch hour. It didn't cease until we went home that night.

Q. That was a rather protracted argument?

A. It was.

Q. You don't mean to tell me that a C. I. O. man argued with you about the C. I. O. on company time and on company property, do you?

A. Just as much as any Independent man did.

Q. Now, there was some testimony here, given by Paul Bozurich, to the effect that you and Russell Erickson asked him for dues on the 26th and 27th of April.

Do you remember any such conversation?

A. I don't.

Q. Were you ever with Russell Erickson soliciting membership in the Independent Union?

A. No, sir.

Q. Did you work alone or work with somebody?

A. I was a lone wolf.

Q. Just a minute. Do you know Louis Speigel?

A. Louis Speigel, yes, I know him.

Q. Bozurich said that Louis Speigel was present at that time.

A. I don't recall any such time.

Q. Do you recollect Louis Speigel being present at any time when you talked to Paul Bozurich?

1324 A. No.

Mr. Seyfarth: That is all.

Further Cross-Examination.

Q. (By Mr. Reynolds.) You say you were alone most of the time when you were solociting memberships. Who was with you on the other occasions?

A. Perhaps some of the boys throughout the plant that would happen to be standing alongside of the man that I approached. That would be the only time.

Q. Do you remember whether Russell Erickson was ever along with you?

A. No, sir, I do not.

Mr. Reynolds: That is all.
Trial Examiner McCarthy: That is all.
(Witness excused.)
Mr. Wham: Mr. Kresge.

RALPH C. KRESGE, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?
A. Ralph C. Kresge.
Q. And where do you live?
A. 7628 Loomis Avenue, Chicago.
Q. Where do you work?
1325 A. Link Belt Company.
Q. In what department?
A. Supervisor of motion and time studies.
Trial Examiner McCarthy: What is that question?
The Witness: Supervisor of motion and time studies.
Mr. Wham: Read that question, please.
(Question read.)
Q. (By Mr. Wham.) What does that mean, motion and time studies?
A. That is, observing certain motions and time studies, in order to set piecework rates, in order to set an incentive rate.
Q. Do you have any position in the Independent Union?
A. No, I do not.
Q. In April and May, 1937, what did you do?
A. I was production clerk.
Q. (By Trial Examiner McCarthy.) What?
A. Production clerk.
Q. (By Mr. Wham.) Did you attend any meetings of the Independent Union?
A. Two of them.
Q. When were they?
A. Well, it was the first one they ever held, and the second one.
Q. The first one was April 22nd, and the second
1326 one was what time?
A. Sometime in May, I don't remember.

Q. It was the meeting in which they held the election, May 4th?

A. It was the meeting at which they held the election. I attended that one and I attended one previous to that.

Q. Did you take any official part in the election?

A. I believe I was in charge of the election, I presided.

Q. You were chairman?

A. I was chairman.

Q. Have you been active since that time in the Independent Union?

A. I have not.

Q. Are you still a member?

A. No, sir, I am not.

Q. When did you withdraw?

A. June 1, 1937.

Q. What caused that?

A. I was elevated to the position of supervisor, in a supervisory capacity.

Q. Now, Frank Solinko testified that Russell Erickson and you came up to him and said, "We have heard that you signed an affidavit for the C. I. O.," and asked you to get the affidavit, and told him if he would sign up with the Independent Union he would not be laid off as 1327 soon as if he belonged to the C. I. O.

Do you recall any such conversation?

A. Which was supposed to have told him, Russell Erickson or myself?

Q. I was not here when the testimony was given, but my notes show both were there.

A. I didn't hear any such conversation, no conversation of that kind.

Q. Did you and Russell Erickson talk to him at any time?

A. We did.

Q. What was the conversation?

A. As far as I can remember, he said he signed an affidavit. I merely asked him to get it. That is all I asked him at that time. I merely asked him to bring in the affidavit that he had signed. That is the only talk I had with the gentleman.

Q. Did he ever bring it in?

A. He did not.

Q. Where was this conversation?

A. In the foundry.

Q. With reference to working hours when was it?

A. Well, it was sometime in the forenoon.
Q. During working hours?
A. It was.
Q. How long did that conversation take?
1328 A. In my end it took about two minutes.
Q. Stanley Balcauski testified that you asked him to join the Independent Union and that you were going around asking every employee to join.
What is the fact about that?
A. I don't know the gentleman, I wouldn't know him right now if he walked in the room.
Q. (By Trial Examiner McCarthy.) Did you solicit?
A. I solicited, yes, sir.
Q. With reference to working hours, when did you solicit?
A. Any time during the day.
Q. Some of them were on company time, were they?
A. That is correct, and some on my own time.
Q. How many would you say you took on company time?
A. I don't have any idea how many I signed up—in fact, I didn't sign up any.
Q. What is that?
A. I didn't sign any up.
Q. You didn't sign anybody?
A. No, sir.
Q. At any time?
A. No, sir.
Q. You just tried to get them to sign?
A. Merely gave them the card and told them to take it home and bring it back and give it to me. That was my procedure.
1329 Q. Did you ever circulate a list, that is, a paper of legal size?
A. I never had a list in my possession, never circulated one.
Q. These were application cards?
A. These were application cards, the only thing I had.
Q. Were you active in the organization when they started off with this list?
A. No, sir, I was not.
Q. (By Mr. Wham.) When you got the application cards you just handed them out and told them to sign them and bring them back?
A. Take them home and sign them and bring them back.

Q. Did you carry on any conversation with them when you handed them the cards?

A. No, sir.

Q. What did you do with the cards?

A. Well, they were turned in to me the next morning and I signed my name on them.

Q. (By Trial Examiner McCarthy.) Then you did sign up members?

A. But they did not sign in my presence.

Q. (By Mr. Wham.) Did any foreman or supervisor see you doing that?

A. I was caught one day talking to an individual.

1330 I was reprimanded for it.

Q. Who was that?

A. My boss, Mr. Skeets. I was informed the next time it would be just too bad for me.

Q. What were you talking to this other individual about?

A. I happened to have one of the cards in my hand at the time. Of course, I tried to make it a point at any time that I was soliciting that he was in the office. At this time he got out of the office faster than I expected he would.

Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Anybody besides Mr. Skeets ever say anything to you?

A. No, sir.

Q. How many men would you say approached you and asked you for cards to sign?

A. I would not say any.

Q. They did not bowl you over in their eagerness to sign, is that right?

A. No, I would not say that they did.

Q. Now, how did it come to your attention that Frank Solinko had signed an affidavit?

A. I don't remember any incident relating to it at the present time. That is a long time ago.

1331 Q. You remember that you asked him to bring one in, don't you?

A. I told you that.

Q. You don't remember where you got that information?

A. No, I don't.

Q. Did you notice other employees soliciting for the Independent Union on company time besides yourself?

A. Do I know of it or did I know of any?

Q. Did you know of any?

A. I knew all of them.

Q. How many did that as far as you know?

A. I don't know.

Q. Would you say that they all solicited on company time, all that solicited did solicit on company time?

A. I wouldn't say that either, because I was not interested as far as anybody else's soliciting outside of myself is concerned.

Q. Well, you saw some of the others soliciting, though, didn't you?

A. No, I did not.

Q. Who asked you to solicit for the union?

A. Nobody.

Q. Nobody?

A. Nobody.

Q. (By Trial Examiner McCarthy.) Where did 1332 you get the cards?

A. I couldn't tell you where I got them.

Q. (By Mr. Reynolds.) Did you ever see anybody soliciting members in the C. I. O.?

A. No, I did not. I saw some of their members talking to individuals, but what they were talking about, I don't know.

Q. You never saw a card signed?

A. I never saw a card signed.

Mr. Reynolds: That is all.

Mr. Seyfarth: That is all.

Mr. Wham: Just a minute.

Redirect Examination.

Q. (By Mr. Wham.) You passed out the application cards and not the list, is that right?

A. That is correct.

Q. And that was after the lists had been filled?

A. Yes, sir.

Q. You don't know whether there was a rush to sign the lists or not?

A. No, I don't. I had nothing to do as far as any lists were concerned.

Q. What had you heard concerning this affidavit by Paul Bozurich?

A. I heard all I heard from him. I don't know who Paul Bozurich was telling about it.

1333 Mr. Wham: That is all.

Mr. Reynolds: Just one more question.

Recross Examination.

Q. (By Mr. Reynolds.) Do you remember exactly what Mr. Skeets said to you when he reprimanded you?

A. No, I don't, it was enough to put me on my guard to protect my position at that time.

Q. Did you feel that you had a right to solicit during the noon, the lunch hour, and before and after work?

A. I thought I had a right to do it after work, it was on my own time.

Q. Do you remember whether Mr. Skeets told you that you could not do it on the plant and premises?

A. I don't remember.

Mr. Reynolds: That is all.

Mr. Wham: That is all.

(Witness excused.)

Mr. Wham: Mr. Greenlee.

WILLIAM J. GREENLEE, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) State your name.

A. William J. Greenlee.

Q. Where do you live?

1334 A. 7601 Yates avenue.

Q. Chicago?

A. Chicago.

Q. Where do you work?

A. I work for the Link Belt Company.

Q. In what department?

A. In the planning room, production department.

Q. How long have you worked for that company?

A. Twenty-five years.

Q. Mr. Frank Lackhouse testified that you got a paper

from him, that is, one of these lists for the Independent Union.

Do you recall whether or not that is a fact?

A. Yes, I did.

Q. What time of the day was it that you got it?

A. Well, it was after the whistle had blew, it was after working hours.

Q. Harry Johnson testified that you went around the plant signing up employees with a sheet of paper; and he saw you approach an employee by the name of Bluett, a turret lathe operator in the machine shop; and Frank Val, an inspector at the south end.

What is your recollection of that?

A. I never signed either one of those. I never asked either one of them to sign a paper or anything else,
1335 either one.

Q. (By Trial Examiner McCarthy.) But you did do some soliciting?

A. Yes, I did. I never spoke to either one of them about the union at all.

Q. (By Mr. Wham.) How much soliciting did you do?

A. Well, I probably got about 60 or 70 names on the list.

Q. And with reference to working hours, what time of day was that?

A. I got most of them in the morning and during dinner time.

Q. That is, at noon?

A. At noontime, yes.

Q. In the morning, you mean before work?

A. Before work, yes.

Q. Did you get any on company time?

A. I may have got one or two, but that is all.

Q. Do you recall who they were?

A. Well, as I got their names—

Q. I mean, on company time?

A. Yes, I knew who I got.

Q. Who?

A. Well, I got a fellow down in the chipping room and one in the planning room.

Q. Did you ask—

1336 Q. (By Trial Examiner McCarthy.) What were their names?

A. The fellow in the planning room was Van Bampus.

Q. (By Mr. Wham.) Van Bampus?

A. Yes, he works in the office.

Q. And who was the other one?
A. I don't recall who the other one was.
Q. Was it Louis Salmons?
A. No, no.
Q. Well, Louis testified that you took his application?
A. I took his application?
Q. Yes, on company time.
A. No, I didn't. I asked him to sign.
Q. I will withdraw that. I mean you asked him to sign.
A. Yes, yes.
Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) You asked him to sign on company time?
A. That is it.
Q. That makes three men you asked to sign on company time?
A. Yes.
Q. There might have been more?
A. No, there was not any more.
Q. Did you have any instructions about when you were to do the soliciting?
1337 A. No, I didn't, I knew that much.
Q. Mr. Linde never said anything to you about it?
A. No, he never told me what I had to do it.
Q. Did any foreman say anything to you?
A. No, I always took good care that there was no foreman around when I did it. In fact, I didn't have much time to do it.
Q. But you were able to get 60 or 70 names?
A. Yes. That was on my own time.
Q. Did you ask all of these 60 or 70 men to sign?
A. I asked them to sign. I asked them if they would sign. I asked them to read the list and if they thought they wanted to sign, O. K.; if they didn't, O. K.
Q. Did other men approach you and ask to sign cards?
A. They did after the application cards—I had quite a few ask me for cards.
Q. (By Trial Examiner McCarthy.) Do you mean the cards or the list?
A. Asked me for the cards.
Q. You had both?
A. I had some of the cards.

Q. In other words—
A. First, it was a list, I should say.
Q. You worked with a list first and then you worked with cards?
1338 A. Yes, sir.
Q. (By Mr. Reynolds.) You were asking all the men to sign the list?
A. Yes, I was, that I thought—that I could get in contact with, sure.
Q. When you were circulating the list that was on company time, was it?
A. No.
Q. When was it circulated?
A. I circulated it in the morning, at noon time, after hours when I could get off and they come out of there, I did it then.
Q. It was the same with respect to the cards, you did that the same way?
A. I didn't circulate the cards so much, only I had some in my office, and when different men asked for a card I would give them a card and they would be turned back to me the next day or two or three days afterward.
Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Did you have any understanding with anybody in the supervisory force of the Link Belt Company about circulating either the petitions or the application cards?
A. No.
1339 Trial Examiner McCarthy: I wonder if we can't stipulate to that question being addressed to each witness and that the reply will be in the negative. Is that correct?
Mr. Seyfarth: I don't want to stultify myself on that point, if the Examiner please.
Mr. Reynolds: I would not want to stipulate to that.
Trial Examiner McCarthy: You know that in 90 cases out of a hundred the answer will be that.
Mr. Reynolds: It probably will, but I will not stipulate that that is the testimony.
Mr. Wham: What is the suggestion, Mr. Examiner?
Trial Examiner McCarthy: As to whether any supervisor authorized any witness to solicit on company time.
Mr. Seyfarth: I would rather ask questions on that.

Q. (By Mr. Seyfarth.) Do you say whenever you did any soliciting you were sure there was no foreman around?

A. Yes, but I talked to very few of them during working hours.

Q. Why did you make certain there was no foreman around when you talked to them, Mr. Greenlee?

A. I had been working in there long enough to know that I am not to interfere with the men in doing their work.

Q. You knew that without being told?

A. Absolutely.

Mr. Seyfarth: That is all.

1340 Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Wham: Mr. Balton.

WALTER BALTON a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) State your name.

A. Walter Balton.

Q. Where do you live?

A. 4442 South Homan avenue.

Q. Chicago?

A. Chicago.

Q. Where do you work?

A. Link Belt Company.

Q. Are you a steward in the Independent Union?

A. I am.

Q. How long have you held that position?

A. Since the last election, when the officers were elected.

Q. Back in May?

A. In May, I guess it was.

Q. Of what department are you a steward?

A. In the foundry.

Q. Now, Frank Lackhouse testified that you col-

1341 lected dues on company time with the foreman ten feet away. Who is your foreman?

A. At the present time it is Mr. Olson.

Q. At that time who was it?

A. Well—

Q. I mean before Mr. Olson who was it?

A. Well, his first name was Andy, I don't know his last name.

Q. Masilione?

A. No, he was never my foreman.

Q. What is the fact about when you collected dues?

A. Well, I collected dues—most of the dues were outside of the company time, but occasionally for my convenience I did collect on company time.

Q. Any foreman around to see you do that?

A. Not that I know of.

Mr. Wham: That is all.

Mr. Reynolds: No questions.

Mr. Seyfarth: No questions.

Trial Examiner McCarthy: No questions. That is all.

(Witness excused.)

Mr. Wham: Mr. Bailey.

JOHN W. BAILEY a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

1342 *Direct Examination.*

Q. (By Mr. Wham.) What is your name?

A. John W. Bailey.

Q. Where do you live?

A. 8227 South Ashland avenue.

Q. Chicago?

A. Chicago.

Q. Where do you work?

A. Link Belt.

Q. Are you a member of the Independent Union?

A. I am.

Trial Examiner McCarthy: Answer that so the reporter can hear you.

A. I am.

Q. (By Mr. Wham.) Do you hold any position with it?

A. No, I don't.

Q. (By Trial Examiner McCarthy.) What work do you do?

A. Steel shop routing clerk.

Q. (By Mr. Wham.) Do you recall a conversation with Fred Johnson concerning the Independent Union?

A. Well, it was indirectly that, we were talking about something on the outside. Of course, everything down there at that time was hot about unions, so it directed itself into the union.

Fred says, "Why don't you get on the right side?"

1343 I says, "I am on the right side."

Then things went along and I told Fred he could

not join into our union unless he got an affidavit from the C. I. O. relieving him from his duties in the C. I. O. That is all.

Q. You didn't tell him it would be impossible for him to join the Independent?

A. No, the only thing I told him, he would have to get an affidavit signed.

Q. Now, Donald Sullivan testified that you talked to him for 25 or 30 minutes about joining the Independent Union.

A. How long?

Q. 25 or 30 minutes.

A. I don't think—

Q. What?

A. I don't think I could go out of the office that long because if I did there would be four or five men standing by my desk.

Q. Let me ask you: did you ever talk to Donald Sullivan about joining the Independent Union?

A. I have spoken to Don, as he has spoken to me about joining the C. I. O.

Q. Do you recall this conversation that he had reference to? Do you recall any such conversation 25 or 30 minutes long?

1344 A. I recall I was out there at one time.

Q. Out where?

A. Out at his bench and when I did I took a drawing at the time so the foreman would not know what I was going out there for.

Q. You spoke to him about joining the Independent?

A. Yes. He spoke about joining the C. I. O. and I spoke to him about joining the Independent.

Q. How did you happen to go out there?

A. I started—Don had a job, and he used a wrong part, and I was out there, and when everything was fixed up on the point of business and the error corrected, the talk led to the union.

Q. How long did that conversation take then?

A. I wouldn't say it took any more than five or fifteen minutes.

Q. How much?

A. Five or fifteen minutes at the most because I had to get back to my office again, because I would have men in there waiting for me.

Q. You mean including the time you talked about business?

A. Yes, sir.

Q. How much of the time did you talk about the two unions?

A. I wouldn't say it would be any more than five minutes.

Q. Who started the conversations about the unions?

1345 A. Well, I wouldn't recall now.

Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Didn't you say that you went up there with a pattern so that the foreman would not know why you went there?

A. Yes, sir.

Q. Isn't it a fair inference then that you started the conversation about the unions when you got there?

A. No.

Q. You went out for that purpose, didn't you?

A. I will tell you the truth, perhaps it will put me in bad, the reason I took the drawing with me I went out to the washroom to get a smoke.

Q. (By Trial Examiner McCarthy.) Was this just a conversation between two employees?

A. Yes.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Your conversation with Fred Johnson was on company time?

A. Yes, it was.

Q. What time of day or night did that take place?

A. About fifteen minutes to twelve, just before the noon hour.

1346 Q. Where did that take place?

A. That took place in the cafeteria.

Q. In the cafeteria?

A. Yes, sir.

Q. Then the whistle had blown?

A. Yes, sir.

Q. Did Fred Johnson talk to you about the C. I. O.?

A. Yes, sir.

Q. And you talked to him about the Independent?

A. Yes, sir.

Q. Now, your conversation with Donald Sullivan took place on company time, did it not?

A. Yes, sir.
Q. And he talked to you about the C. I. O.?
A. Yes, sir.
Q. And you talked to him about the Independent?
A. Yes, sir.
Mr. Seyfarth: That is all.
Mr. Reynolds: That is all.
Trial Examiner McCarthy: That is all.
(Witness excused.)
Mr. Wham: May we have a few minutes recess?
Trial Examiner McCarthy: We will take a five minute recess.

(A short recess was taken.)

1347 Trial Examiner McCarthy: Proceed.
Mr. Wham: Russell Erickson.

RUSSELL PAUL ERICKSON, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?
A. Russell Paul Erickson.
Q. Where do you live?
A. 650 West 63rd Street.
Q. Chicago?
A. Yes, sir.
Q. Where do you work?
A. Link Belt Company.
Q. What department?
A. Foundry.
Q. (By Trial Examiner McCarthy.) What are your duties, Mr. Erickson?
A. Timekeeper.
Q. (By Mr. Wham.) Are you a member of the Independent Union?
A. Yes, sir.
Trial Examiner McCarthy: Keep your voice up so the reporter can hear you.
The Witness: Yes, sir.

1348 Q. (By Mr. Wham.) Frank Solinko testified that you and Kresge went to him on company time to get an affidavit which he had signed with the C. I. O.
Do you remember that incident?

A. Yes, sir.
Q. What do you recollect about it?
A. Well, just that Kresge and I asked that he get—if he would get the affidavit back.
Q. (By Trial Examiner McCarthy.) What was the affidavit?
A. That I threatened something to him to join the Independent Union.
Q. That you had threatened him?
A. Yes.
Q. Who had made the affidavit?
A. I think Paul Bozurich.
Q. (By Mr. Wham.) No, Frank Solinko made the affidavit.
A. Yes.
Q. (By Trial Examiner McCarthy.) Where does Paul Bozurich come in on it?
A. I think Frank Solinko went and talked to him about it.
Q. (By Mr. Wham.) You may have heard of it through Paul Bozurich, is that right?
A. Yes, sir.
Q. Did you ever say to him or did Kresge say to him, if you sign up with the Independent you will not be laid
1349 off as soon as you would if you were a member of the C. I. O.?
A. No, sir.
Q. Edward White testified that you talked to a man next to him during working hours. Do you recall that?
A. No, sir.
Q. I mean, concerning the Independent Union?
A. No, sir.
Q. Did you solicit for the Independent Union?
A. No, sir.
Q. (By Trial Examiner McCarthy.) You say you did not solicit?
A. No, I did not solicit.
Q. What do you call soliciting? Did you distribute any of the cards?
A. No, sir.
Q. Sign up anybody?
A. No, sir.
Q. (By Mr. Wham.) Paul Bozurich testified that you and John Kowatch asked him to pay dues, and that he had a narrow piece of paper with the employees' check numbers

on it, and said, "If you know what is good for you, you had better sign."

Do you remember that?

A. No, sir.

Q. Did you ever approach Paul Bozurich to pay 1350 dues or to join the Independent Union?

A. I never did.

Q. Now, he also testified that you were present at the first meeting of the Independent Union on April 22nd, and that after the meeting adjourned, because of the tremendous confusion, and so forth, in the voting, that you said, "What a vote, what a vote."

Did you make any statement like that?

A. No, sir, I don't recall making any statement like that.

Q. Well, what did you observe about the voting?

A. I didn't say anything about the voting at all; it was just that the majority voted for it, that is all I can remember.

Trial Examiner McCarthy: Keep your voice up, please.

Q. (By Mr. Wham.) Paul Bozurich also testified that along about the 1st of June you insisted that he pay 50 cents to join the Independent Union, and he said, "What is the big idea, going around the plant and having us employees to sign when they don't want the union, the company?"

And you said, "What does the company care what people think? It is the company gives us our jobs, not the Labor Board."

Do you remember any such conversation?

A. No, sir, I didn't say anything like that.

Mr. Wham: That is all.

1351 *Cross-Examination.*

Q. (By Mr. Reynolds.) Do you remember that incident at all?

A. No, sir.

Q. You never said anything to Paul Bozurich about the company's attitude towards the union?

A. No, sir.

Q. (By Trial Examiner McCarthy.) Didn't you take part in union activities on either one side or the other?

A. No, sir.

Q. Everybody in the plant seemed to be interested, weren't you interested?

A. I didn't take any part in it.
Q. You were interested in it?
A. Yes, I was interested in it.
Q. (By Mr. Wham.) You were a member?
A. Yes, I was a member.
Q. (By Mr. Reynolds.) When did you first sign?
A. That was just about when they first started up.
Q. Who asked you to sign?
A. I believe it was Mr. Kresge.
Q. What were the circumstances of that? Where did he ask you?
A. It was in the office.
Q. While you were working?
1352 A. I don't recall whether it was while I was working or during lunch hour.
Q. (By Trial Examiner McCarthy.) Do you stay in the office during lunch hour?
A. Yes, sir, I eat my lunch in there.
Q. (By Mr. Reynolds.) Did you assist any of those who were soliciting names on this first list in any way?
A. No, sir.
Q. You never prepared a list of the check numbers that could be used?
A. No, sir.
Q. You didn't take a list of check numbers out yourself and talk to the men about the Independent Union?
A. No, sir.
Q. Now, on that first meeting of the Independent Union do you remember that Paul Bozurich said to you, "What a vote, what a vote"?
A. No, sir, I don't remember that.
Q. Do you remember that he was there?
A. Yes, I remember Paul Bozurich.
Q. Do you remember any part that he took in the meeting?
A. Well, he did make a speech.
Q. What did he say?
A. I can't recall that.
Q. What do you remember about it?
1353 A. I can't just think of that.
Q. Did he ask questions of the chairman?
A. Yes, he asked questions, but I don't know what they were, I have forgotten them.
Q. Would you say that his conduct was unruly?
A. Well, in his speech it was, sort of, it sounded like it anyway.

Q. What did he say?
A. I don't remember what it was that he said, I remember his actions though.
Q. You remember his answers?
A. His actions.
Q. His actions. What were his actions?
A. It seemed like he was flying off the handle.
Q. You mean that he spoke in a loud tone of voice?
A. Yes.
Q. (By Trial Examiner McCarthy.) Excited?
A. Yes, excited.
Q. (By Mr. Reynolds.) Now, what was the conversation between you and Kresge and Frank Solinko?
A. It was just that Kresge wanted Mr. Solinko to get the affidavit back.
Q. Why did you go out there with Kresge?
A. Because it was my statement that was the reason for the affidavit; that is what they say; that I had
1354 threatened him that if he did not join the Independent he would be laid off. But that was not true.
Q. Had you ever spoken to Frank Solinko before about the Independent Union?
A. No.
Q. You did not know him before that time you went out there?
A. Oh, I knew him. I am timekeeper and I know all the fellows.
Q. He started there just a short time before, didn't he?
A. I believe so.
Q. Did you have any conversation with Solinko about whether you did ask him to join the Independent while you were there?
A. No, sir.
Q. Did he say anything about it?
A. No, sir.
Q. You didn't say a word?
A. No, I didn't say anything to him.
Q. Kresge asked him the one question, that is all there was to it?
A. That is all there was to it.
Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Erickson, had you heard that Mr. Solinko had made an affidavit against you
1355 before you went to see him?
A. Yes, sir.
Q. Do you remember who told you that?
A. I can't say who sad it, I just heard it.
Q. Did you ask Kresge to go with you to see Solinko?
A. Yes.
Q. Or did Kresge ask you?
A. No, I asked Kresge.
Q. Then the two of you went to see Solinko?
A. Yes.
Q. Was it your purpose at that time to protest against the affidavit that you had heard that he had made?
A. I didn't say a word. Mr. Kresge just asked him if he would get the affidavit back. That is all that was said.
Q. Did you believe at that time that the affidavit was true or false?
A. I didn't know what it was. Of course I believed it was true, I had heard rumors about it.
Q. You mean that you believed that he had made an affidavit?
A. Yes, sir.
Q. Did you know what was in that affidavit?
A. No, sir.
Q. Did you hear what was in the affidavit?
A. I don't know, only that he made it.
1356 Q. Did you hear that he had made an affidavit that you had threatened him about joining the Independent Union?
A. Yes, sir.
Q. Was that true or false?
A. That was false. I didn't have anything to do with him, I didn't know him at all.
Q. You wanted to get that strightened out?
A. Yes, sir.
Q. Paul Bozurich testified that you went along the line talking to the men. Did you go along the line talking to the men?
A. No, I didn't, I have collected up the cards.
Q. For what cards?
A. On the jobs started and finished.
Q. That is a part of your routine duty as timekeeper?

A. Yes, sir.
Mr. Seyfarth: That is all.
Mr. Reynolds: That is all.
Trial Examiner McCarthy: That is all.
(Witness excused.)
Mr. Wham: Mr. Sterling.

WILLIAM STERLING, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

1357 Q. (By Mr. Wham.) What is your name?
A. William Sterling.
Q. Your address?
A. 5830 South Sangamon Street.
Q. Keep your voice up. Where do you work, Mr. Sterling?
A. Link Belt Company.
Q. What department?
A. South end of the foundry.
Q. (By Trial Examiner McCarthy.) What do you do, what work?
A. Castings inspector.
Q. (By Mr. Wham.) John Tomas testified that you solicited his partner Sam Dascus for the company union and promised bigger wages and better working hours.
A. That statement is false. I talked to Sam Dascus during the noon hour about joining the Independent Union, but I did not make any promises of any kind to any of the men.
Q. John Kalamarie said that he saw you in May or June collecting dues on company time.
A. He may have seen me on one occasion, which I did on one occasion.
Q. Only one?
A. Yes.
Q. Is that the only time you collected dues—
A. That is the only time I collected dues.
Q. On company time?
1358 A. Yes.
Q. (By Trial Examiner McCarthy.) Are you a steward?
A. Yes, sir.

Q. (By Mr. Wham.) Did you ever see any C. I. O. solicitation?

A. No, I have seen no C. I. O. solicitation, but I have seen them collecting dues on company time on one occasion also.

Q. And who did you see?

A. This John Tomas.

Q. (By Trial Examiner McCarthy.) John who?

A. John Tomas, who is also a delegate of the C. I. O.

Mr. Wham: Read that answer, I didn't get it.

(Answer read.)

The Witness: I saw him collecting dues. That I saw on one occasion.

Q. (By Mr. Wham.) Did you ever see Paul Bozurich talking to John Tomas on company time?

A. Yes, I did; on one occasion he came down in that portion of the foundry I was talking to Tomas on business. I don't know whether he paid him dues or not, I don't know.

Q. Do they work anywheres near together?

A. No, I think Paul Bozurich works on the molding floor or the core room, I don't know which, which is at the other end of the foundry.

1359 Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Did you have any instructions in regard to the time that you should collect dues for the Independent Union?

A. I did not at that time, no.

Q. When did you receive instructions?

A. About a week or so afterwards, or at the next meeting.

Q. What were those instructions?

A. That we were not supposed to collect dues on company time.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) You say after the next meeting. What meeting?

A. The following meeting after we were elected stewards.

Q. Was there a meeting after you were elected stewards?

A. Yes, after that there was a joint meeting.
Q. You were elected stewards at a general meeting?
A. No, we were elected stewards by votes from the men, by secret ballot.
Q. Then you had a meeting after that?
A. The following monthly meeting.
Q. A monthly meeting?
A. Yes.
Q. Of the stewards?
1360 A. No, not the—
Q. All the members?
A. All the members.
Q. Do you know what date that was?
A. I don't just recall, it was in May or June.
Q. About how long after the first meeting? As I understand it, there were two meetings, the first meeting and then another one?
A. The second meeting.
Q. How long after the second meeting is it your recollection that that occurred?
A. I think about a week or two later.
Q. That is, when the second meeting occurred?
A. Yes, sir.
Q. And it was at that meeting that you were told not to collect?
A. That we were told not to collect on company time.

Cross-Examination (Continued).

Q. (By Mr. Reynolds.) Did the foremen ever say anything to you about collecting dues?
A. The foremen never saw me collect them any time or any contact with the men.
Q. Did you help them solicit for membership?
A. No, sir, I didn't, outside of this one instance, that is all.
1361 Q. When did you first sign for the Independent Union yourself?
A. When they first started to organize.
Q. Who asked you to sign?
A. I think it was Kowatch.
Q. Was that during working hours?
A. No, sir.
Q. Where was it?
A. On our way home from work.

Q. And did you see him ask others to sign?
A. No, I haven't.
Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Sterling, you kept out of the foreman's way when you collected dues on that occasion, didn't you?
A. Yes, I did.
Mr. Seyfarth: That is all.
Trial Examiner McCarthy: That is all.
(Witness excused.)
Mr. Wham: Mr. De Runtz.

LEO DE-RUNTZ, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

1362 Q. (By Mr. Wham.) What is your name?
A. Leo De Runtz.
Q. Where do you live?
A. 3933 South Scott.
Q. In Chicago?
A. Yes.
Q. Where do you work?
A. For the Link Belt Company.
Q. In what department?
A. Steel shop.
Q. Are you a member of the Independent Union?
A. I did, but I am not a member right now.
Q. (By Trial Examiner McCarthy.) What is that?
A. I am not a member right now.
Q. (By Mr. Wham.) You are not a member now?
A. No, sir.
Q. When did you cease to be a member?
A. About a month ago.
Q. (By Trial Examiner McCarthy.) How did it come about?
A. I was promoted to a foremanship.
Q. (By Mr. Wham.) You were what?
A. Promoted to a foremanship.

Q. (By Trial Examiner McCarthy.) Promoted to be a foreman?

A. Yes, sir.

Q. (By Mr. Wham.) What are you doing?

1363 A. I am foreman of the machine area in the steel shop.

Q. Now, you heard John Bailey's testimony, did you?

A. Yes.

Q. Concerning his conversation with Donald Sullivan?

A. I don't recall anything John Bailey had to say to Don Sullivan.

Q. Donald Sullivan testified that he talked to Bailey about 25 or 30 minutes and that you came up and said that you would see that he would join the Independent.

Do you remember any such conversation?

A. I don't recall ever talking to him. If I ever talked to John Bailey it was at the lunch hour and there was a group around there. If John Bailey was there, I don't recall it.

Q. Did you ever talk to Donald Sullivan?

A. No, I haven't.

Q. Do you know him?

A. Yes, sir.

Q. And you have talked to him during the noon hour?

A. Well, with the rest of the boys, had arguments about different things.

Q. Ever talk to him about the C. I. O.?

A. Yes, sir.

Q. He is a member, isn't he?

A. Don Sullivan is a member of the C. I. O.

Q. Did he ever ask you to join the C. I. O.?

1364 A. No, Don Sullivan never asked me.

Q. You have talked about union matters?

A. Sometimes, the same as with anybody else, we have discussed it.

Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Prior to a month ago did you ever act in a supervisory capacity out there?

A. Sir?

Q. Did you ever act in a supervisory capacity before one month ago?

A. I did off and on.

Q. Took the place of the foreman when the foreman was absent?

A. Yes, sir.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) How long did you take the place of the foreman?

A. You mean at the present time?

Q. No, prior to a month ago.

A. Off and on for the last ten years.

Q. How often would you say you took the place of a foreman?

A. Approximately once a year.

1365 Q. Approximately once a year?

A. Yes.

Q. And how long would you act as foreman on those occasions?

A. One week, two weeks.

Q. In other words, while he was on his vacation?

A. Yes, sir.

Q. Or during an illness, or something like that?

A. Yes, sir.

Q. How long have you worked for the Link Belt Company?

A. Twenty years.

Q. What kind of work do you do for them?

A. Sheet metal layout.

Q. How many men work in your department?

A. At the present time I believe about 30.

Q. How many men were working there a year ago?

A. A year ago?

Q. Yes.

A. I don't recall.

Q. Are you the oldest man in your department?

A. No, I am not.

Q. In point of service?

A. No, I don't believe I am.

Q. You think there are others who have worked there longer than 20 years?

1366 A. Yes, sir.

Q. You say you had a conversation with Donald Sullivan about union matters?

A. Well, not personally, I didn't, it was in a group that we spoke.

Q. What group?

A. Well, the boys would eat lunch generally, and all the layout men would come and be together and get talking about things, the C. I. O. and many other things, in the lunch hour.

Q. Union matters then came up in these conversations?

A. Yes, sir.

Q. Did Donald Sullivan ever talk to you about the C. I. O. matters or union matters outside of the lunch hour?

A. No, sir, he never did; Johnson asked me to join at one time.

Q. What Johnson is that?

A. I don't know what his first name is, he is an electrician.

Q. Fred Johnson?

A. I couldn't tell you what his first name is.

Q. Did he ask you to join the C. I. O.?

A. He asked me to join the C. I. O. during working hours, yes, sir.

Mr. Seyfarth: That is all.

Trial Examiner McCarthy: That is all.

1367 Mr. Wham: Just a minute.

Q. (By Mr. Wham.) Did you ever solicit memberships for the Independent?

A. No, sir, I didn't.

Mr. Wham: That is all.

(Witness excused.)

Mr. Wham: Mr. Ed Smith.

EDWARD SMITH, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?

A. Edward Smith.

Q. Where do you live?

A. 5311 South Paulina, Chicago.

Q You work at the Link Belt Company?

A Yes, sir.

Q. What department?

A. Boring mill operator.

Q. (By Trial Examiner McCarthy.) How long have you been there?

A. 22 years.

Q. (By Mr. Wham.) Have you ever been solicited for membership in the C. I. O.?

A. I have

1368 Q. When and where?

A. During working hours.

Q. I mean about what month or year?

A. Oh, when they were starting to begin, I couldn't say just when.

Q. 1936 or 1937?

A. Well, in 1936.

Q. Whereabouts in the shop was it?

A. Oh, they would come up to me at the tool room. I was approached about six times.

Q. Who were they?

A. One was Salmons.

Q. (By Trial Examiner McCarthy.) Salmons?

A. Yes. I don't know his first name.

Q. (By Mr. Wham.) Louis?

A. Louis Salmons.

Q. Who else?

A. There was a fellow by the name of Michael Columbus, I think that was his name.

Q. What was that name?

A. Michael, or Cal, what is his name?

Q. You are testifying.

A. Cal Basil, and a fellow named Lou Rupert.

Q. Anybody else?

A. Johnson, the electrician.

1369 Q. Fred Johnson?

A. I don't know his first name, all I know him is by Johnson.

Q. Did all these people approach you on company time?

A. Yes, sir.

Q. You say there were six times?

A. Six, I think.

Q. Was that in the fall of 1936?

A. Yes, sir.

Q. All six of them?

A. At different periods of time, not all at one time. For instance, some would say, "Smitty, are you going to get in line?" Oh something to that effect.

Q. Did you sign with the C. I. O.?
A. No, I didn't.
Q. Did you see any other solicitation for the C. I. O.?
A. Well, I seen them talking, whether they were soliciting, I don't know.
Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds:) Did Mr. Salmons talk to you in the plant or on the outside?
A. On the elevator, going from the first floor to the second floor.
Mr. Reynolds: That is all.
1370 Mr. Seyfarth: No cross.
Trial Examiner McCarthy: No questions. That is all.
(Witness excused.)
Mr. Wham: Mr. Richards.

WILLIAM C. RICHARDS, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?
A. William C. Richards.
Q. Where do you live?
A. 1114 West 104th Place, Chicago.
Q. You work for the Link Belt Company?
A. Yes, sir.
Q. Where do you work there?
A. Electrician.
Q. Electrical department?
A. Yes, sir.
Q. (By Trial Examiner McCarthy.) Electrician?
A. Electrician.
Trial Examiner McCarthy: Keep your voice up so the reporter can hear you.
Q. (By Mr. Wham.) Have you ever been asked to join the C. I. O.?
A. Yes, sir.
1371 Q. Whereabouts?

A. I have been asked several times, different places in the shop.

Q. With reference to working time?

Trial Examiner McCarthy: Where does he work, what does he do?

Q. (By Mr. Wham.) Where do you work at the Link Belt Company. I mean what part of the shop.

Q. (By Trial Examiner McCarthy.) What part of the shop?

A. In the tool room, what we call the tool room, as an electrician.

Q. (By Mr. Wham.) Does your work take you to different parts of the plant?

A. Yes, sir.

Q. This is the 39th Street plant we are talking about?

A. Yes, sir.

Q. With reference to working hours, when were you approached, or was it in the working hours, during the working hours?

A. Yes, yes.

Q. How many times would you say?

A. Oh, three, four or five times.

Q. Do you remember who approached you?

A. Yes.

Q. Who was it?

A. Johnson and Salmons.

1372 Q. Anybody else?

A. No.

Q. About what year or time of the year was this?

A. Well, the first time was in the fall of 1936.

Q. And after that?

A. And after that at different periods.

Q. Up until about when?

A. Well, the last time I should say would be about seven months or eight months ago.

Q. Along about November?

A. About that.

Q. 1937?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) During that period were you ever solicited to join any other union?

A. Yes, I was asked to join the Independent.

Q. (By Mr. Wham.) Did you join?

A. I did.

Q. Do you remember any of the conversations that you had with Mr. Johnson and Mr. Salmons?

A. Well, there were different phrases used at different times: come on, step in line with us; when am I going to get my feet wet; such stuff as that, you know.

Q. Did they say anything else?

A. What is that?

1373 Q. Did they say anything else to you? How long would these conversations last?

Q. (By Trial Examiner McCarthy.) You were working right with these men around you?

A. Yes, I was.

Q. (By Mr. Wham.) How long would they last?

A. Sometimes they would last a couple of hours along with our work, working together.

Q. What did they say?

A. Just a lot of foolishness.

Trial Examiner McCarthy: Isn't that conversation?

Mr. Wham: It is no more conversation than all the other testimony that the Board has put in about our soliciting.

Q. (By Mr. Wham.) You say a lot of foolishness?

A. It was foolishness in my idea, because I had no use for his organization.

Q. Well, that does not help us very much. Just what did they say?

A. More or less tried to get me to join, and at one time I did sign a card. They have a card in their possession with my name on it.

Q. Did you ever attend a meeting?

A. Never.

Q. Or pay any dues?

1374 A. No, not one cent.

Q. Did they ever bring that up to you at any time?

A. Yes, Johnson asked me when I was going to give them my dollar, and I just passed it off, and I just didn't give them the dollar.

Mr. Wham: That is all.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) When did you sign the C. I. O. card?

A. When did I?

Q. Yes.

A. Somewhere—

Trial Examiner McCarthy: C. I. O. or independent?
Mr. Seyfarth: C. I. O.
The Witness: C. I. O.
Q. (By Mr. Seyfarth.) Was it before or after you joined the Independent?
A. Oh, quite a while before; if I recall it was before.
Q. Johnson or Salmons talked to you before you signed the C. I. O. card?
A. Yes, they had, both talked to me.
Q. How many times had they talked to you?
Trial Examiner McCarthy: I think the witness testified they work together and talked most of the time or a great deal of the time.
1375 Mr. Seyfarth: I want to know how many times they talked to you before you signed the C. I. O. card.
The Witness: That would be hard to say. One of the men only approached me once on the subject, but Johnson approached me a number of times, I couldn't say how many.
Q. (By Mr. Seyfarth.) Did you sign the C. I. O. card before or after you told them that you thought it was foolishness?
A. I signed that first, before I had told them that.
Q. Have you got a helper over there?
A. Not at the present, I have not.
Q. Did you ever have a helper by the name of Moser?
A. I did.
Q. How old a boy is he?
A. I would say 19 or 20 years old.
Mr. Seyfarth: That is all.
Trial Examiner McCarthy: That is all.
(Witness excused.)
Mr. Wham: Mr. Workman.

JOHN L. WORKMAN, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?
A. John L. Workman.
1376 Q. Where do you live, Mr. Workman?
A. 8513 Vernon Avenue, Chicago.
Q. Where do you work?
A. For the Link Belt Company.

Q. 39th Street plant?
A. Yes, sir.
Q. What department?
A. Stock room.
Q. (By Trial Examiner McCarthy.) How long have you been with the Link Belt Company?
A. 21 years approximately.
Q. (By Mr. Wham.) Have you ever been solicited by the C. I. O. to become a member of that organization?
A. Yes, sir.
Q. Where and when?
A. In the stock room during working hours.
Q. About what year and month?
A. Oh, I think it was the latter part of March, 1937.
Q. And who approached you?
A. Fred Johnson. I believe his name is Fred.
Q. And did you sign?
A. I did.
Q. Are you still a member of that organization?
A. No, I never attended any meetings, never paid any dues.

Q. How long did he talk to you?
1377 A. Oh, approximately five to ten minutes the first time, probably the same the second time.
Q. How many times did he talk to you?
A. Twice that I know of.
Q. Were both times at the same place and on working time?
A. Yes, sir, in the stock room, yes.
Q. And were both times—
A. Both working hours, yes, sir.
Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Why did you sign for Mr. Johnson?
A. Because I was told that there were 75 per cent of the employees who had signed, and I didn't want to be in the minority, so I signed.
Q. Well, did you find out to the contrary afterwards?
A. Yes, I did.
Q. How did you find out?
A. I couldn't say.
Q. You couldn't say?
A. No, sir.

Q. You mean, you don't remember?
A. I don't remember. That is the way I should have said it.
Mr. Reynolds: That is all.
Mr. Seyfarth: No questions.
1378 Trial Examiner McCarthy: That is all.
(Witness excused.)
Trial Examiner McCarthy: Mr. Wham, may I ask what is the purpose of the testimony given by the last witness?
Mr. Wham: To show that there was C. I. O. solicitation on company time.
Trial Examiner McCarthy: I think the record is pretty clear that it worked both ways.
Mr. Wham: That is the way it looks to me.
Mr. Reynolds: I don't think it is quite as clear as that.
Mr. Wham: Mr. Jeske.

JOSEPH JESKE, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?
A. Joseph Jeske.
Q. Where do you live?
A. 4616 South Albany, Chicago.
Q. Where do you work?
A. Link Belt Company.
Q. 39th Street plant?
A. That is right.
Q. In what department?
1379 A. It is known as the crane department, and it is also known as D. K.
Q. (By Trial Examiner McCarthy.) How long have you worked with the company?
A. Approximately 14½ to 15 years.
Q. (By Mr. Wham.) Did you do any soliciting for the Independent?
A. Yes, sir.
Q. Now, Joseph E. Novak said that you asked him on company time, "Do you want to join the company union?"
Do you remember that conversation?
A. I haven't asked him to join any company union at all. I asked him to join an independent union.

Q. When was that?

A. Well, that was in about the latter part of April or the first of May.

Q. And with reference to working hours, when was it?

A. Well, I can't recall, it might have been pretty near to the noontime, but the conversation led into the noontime, though.

Q. Just about quitting time?

A. That is right.

Q. He said he also saw you around with a list. What is the fact about that?

A. Well, I made up a list of the fellows that were
1380 working in the department, and I just went and took off the ones who had already joined.

Q. Did you solicit on company time?

A. Well, I might have signed a couple of employees on company time, yes.

Q. How many did you get altogether?

A. Well, I couldn't say. I was sent out of town about a week after that, and I appointed—I didn't appoint them—I asked Mr. Jamison, Mr. Jamison and Mr. Art Ross to see if they could get any more members while I was gone. That job took me about two weeks, before I returned.

Q. Do you remember a meeting about May 4th at which an election was held by the Independent Union?

A. Yes, sir.

Q. Did you have any official position or connection with that meeting?

A. Well, at the time I was doorman there.

Q. Do you recall Paul Bozurich and Fred Johnson coming up and going in there?

A. Yes, sir.

Q. What did you tell them, what was done?

A. Well, they seemed—they sort of were under the influence of liquor, I believe, I could smell it on them. Paul Bozurich says, "Why can't we go into this meeting?"

I says, "If you were a member you would be able
1381 to go in, but since you are not a member, this is a closed meeting and you won't get in."

Q. What happened then?

A. They called me on the outside of the door, and they said, "Joe"—Johnson says, "Joe, why don't you get wise to yourself?"

I says, "What do you mean, get wise to myself?" One thing led to another, and they asked the officer whether they could go in, and the officer went in, I believe, and

seen Mr. Linde and the officer came out and told them to get out of the place.

Q. What was the officer doing there?

A. Well, I couldn't tell you.

Q. Is he stationed around some place?

A. I have seen him up there a few times after the second meeting.

Mr. Wham: That is all.

Mr. Reynolds: No questions.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Jeske, you say your conversation with Novak went into the noon hour?

A. That is right.

Q. What were you talking about?

A. Well, we were talking about the union condition.

Q. Did you talk about the Independent Union?

1382 A. That is right, I was asking him to join up.

Q. Did Novak talk about any union?

A. Novak said, "I have been asked by Katkha to join the C. I. O."

Q. Was that on company time?

A. Yes.

Mr. Seyfarth: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Wham: Mr. Kubicki.

FRANK KUBICKI, a witness called by and on behalf of the Intervener, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?

A. Frank Kubicki.

Q. Where do you live?

A. 5124 South Aberdeen Street.

Q. You work at the 39th Street plant of the Link Belt Company?

A. Yes, sir.

Q. What department?

A. Work in the chipper room.

Q. Are you sometimes referred to as Kapotky?

A. No.

1383 Q. In other words, there has been some testimony in which your name was pronounced that way by different witnesses.

A. I don't know, I am not very good English.

Q. All right. Do you know John Tomas?

A. I know him first name, I don't know him last name.

Q. Do you know who I am referring to when I say John Tomas?

A. Yes, I know him, he got laid off about two weeks ago.

Q. Now, did you do any soliciting for the Independent Union when it was obtaining applications for membership?

A. Yes, I belong to the company union.

Trial Examiner McCarthy: Keep your voice up so that we can hear you. Raise your voice when you answer the questions, please.

The Witness: All right.

Q. (By Mr. Wham.) Do you know what I mean when I refer to the Independent Union?

A. I can't understand that.

Q. Do you know what I am talking about when I say Independent Union?

Q. (By Trial Examiner McCarthy.) There are two unions, one C. I. O.

A. Yes.

Q. One Independent, do you understand that?

A. Yes. The C. I. O. bother me, I don't know his

1384 name, I don't know his last name, C. I. O., you know, he told me company union no good, Independent no good.

Q. Tomas told you?

A. I don't know his name, I know John.

Q. John told you that?

A. Yes.

Q. When did he tell you?

A. Two months ago.

Q. Did he ever ask you to join the Independent Union?

A. I can't understand that.

Q. Did he try to get you to sign an application card?

A. No.

Q. For the Independent?

A. I am in the Independent.

Q. Do you belong to the Independent?

A. Yes.

Q. Did you ever try to get this John to join the Independent?

A. I ask him a couple of times. I know he join the other, the C. I. O.

Q. Do you remember whether that was during working hours?

A. No, that is after the time, we went upstairs in the washroom.

Mr. Wham: That is all.

Mr. Reynolds: No questions.

1385 Trial Examiner McCarthy: No questions. That is all.

(Witness excused.)

Mr. Wham: I think that is all I can produce today, if the Examiner please.

Trial Examiner McCarthy: We will adjourn until nine-thirty Monday morning.

(Whereupon, at 3:45 o'clock P. M., Saturday, March 19th, 1938, the hearing in the above entitled matter was adjourned until Monday, March 21st, 1938, at 9:30 o'clock A. M.)

1386 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

Room 777, United States Court House,
Chicago, Illinois,
Monday, March 21, 1938.

The above entitled matter came on for hearing, pursuant to adjournment, at 9:30 o'clock A. M.

Before: Hugh C. McCarthy, Trial Examiner.

Appearances:

Stephen M. Reynolds, Attorney, appearing on behalf of the National Labor Relations Board.

Messrs. Pope & Ballard, by Henry E. Seyfarth, and William F. Price, 120 South La Salle street, Chicago, Illinois, appearing on behalf of the Respondent, Link Belt Company.

Benjamin Wham, and Forest A. King, 231 South La Salle Street, Chicago, Illinois, appearing on behalf of the Intervener, Independent Union of Craftsmen, Local Lodge No. 1.

1387 PROCEEDINGS.

Trial Examiner McCarthy: You may proceed.
Mr. Wham: Mr. Lubenkov.

JOHN LUBENKOV, called as a witness by and on behalf of the Independent Union of Craftsmen, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?
A. John Lubenkov.
Q. Where do you live?
A. Berwyn; 6518 West 26th place.
A. That is in Illinois?
A. Yes.
Q. And where do you work?
A. I work in the foundry at Link Belt.
Q. 39th street plant?
A. Right.
Q. Were you so employed in the spring of '37?
A. I believe I was employed '36—1936.
Q. I mean you have held the same position, have you, right straight through?
A. Yes.
Q. What work do you do?
A. I am an apprentice, foundry apprentice.
1388 Q. Now, Mr. Lackhouse testified that you did some soliciting for the Independent Union, I believe he said on company time, and I think he was referring to the period in the middle to the last part of April, 1937. Do you remember anything about that?
A. Well, I never solicited on company time, with one exception, and that was when we get through pouring off the time more or less is ours for the simple reason we are waiting for iron, and one of the fellows come to me and told me, because I spoke to him during noon hour, and then he says, "I will join the I. U. C.," and so I just happened to give him the card and he signed it, but that was about 4:00 o'clock after pouring.
Q. And what were you all doing?
A. We were all standing around waiting around for another buggy of iron.

Q. There was nothing that you could do at the time?
A. No, there wasn't anything you could do.
Q. Now, Mr. Paul Bozurich testified that he met you close to the foundry offices after working hours and you asked him if he wanted to sign and he said no, and you said, "Don't argue with me. I hope the C. I. O. wins but I am attending the company school and must work for the Independent Union."

Do you remember any such conversation?

1389 A. No, sir.

Q. Do you know Paul Bozurich?
A. Yes, sir.
Q. What contact have you had with him?
A. Well, our lockers are next to each other, and I never worked with him, but seeing that he was for the C. I. O. and I was for the I. U. C., every morning we did have our daily debates.

Mr. Wham: What was that last?

Trial Examiner McCarthy: "Daily debates."

Mr. Wham: Yes.

The Witness: And from the conversation he told me, of course, that if I joined the I. U. C.—he made it clear to me that the C. I. O. will win and I will have to join the C. I. O., and I told him that until that time comes that I won't, until it is more or less compelled. From what I understood he says the C. I. O. is winning and everybody will have to join. Well, I told him, "Until that time comes I am staying with the I. U. C."

Q. (By Mr. Wham.) Did you say anything to him which would indicate that you thought that the company wanted you to support the Independent Union?
A. No.
Q. Did he ever ask you to join the C. I. O.?

A. Yes.

1390 Q. When was that?

A. He asked me to join the C. I. O., oh, I imagine about a week after the I. U. C. started in and, well, when he asked me, I turned around and I asked him to join the I. U. C.

Q. And what time of the day with reference to working hours was that?
A. It was either before working hours or after working hours because that is the only time him and I could possibly meet and discuss things, because he didn't quit the same time and I didn't start the same time.

Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Didn't you ever solicit anybody during working hours?

A. No, I didn't solicit, only the time I signed one person was the time I stated when we were through pouring off and I asked him to join the I. U. C. during lunch and he said that he will think about it.

Well, after we poured off the first buggy we didn't have nothing to do, just stand around and wait, and so then he came around and says, "I will join." So I gave him the ticket and he signed it.

Trial Examiner McCarthy: I think he has explained that.

Q. (By Mr. Reynolds.) Did you see any soliciting
1391 for the Independent Union during working hours?

A. No.

Q. You work in the foundry, don't you?

A. Yes.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Lubenkov, did you attend the company's school?

A. Yes.

Q. What kind of a school was that?

A. That was Washburn Apprentice School. That was —oh, I don't know how long. I went up there approximately a year and a half at the Washburn.

Q. Washburn. Where is that?

A. On Sedgwick and Division.

Q. That is an apprentice school, is it?

A. Yes, sir.

Q. What salary did you get paid? What was your hourly rate while you were working for Link Belt?

A. My hourly rate varied. Every half year I had my raise, so it varied. It was a different hourly rate every half year.

Q. Did you get anything extra for attending the school?

A. No, that was in on your apprenticeship course.

Q. Who paid the tuition?

1392 A. I believe there is no tuition. I don't know anything about that. All I was told, that I had the opportunity with the other apprentices to go to school, so I have done that.

Q. Is the Washburn School a school supported by the City of Chicago?

A. I believe so. In fact, I am sure, because there is fellows going there who are too young and they have to go to school part time, and from what I understand I believe that is a city school.

Q. How often did you attend school there?

A. Once a week.

Q. Did the company ask you to attend the school?

A. Well, they offered it. They told us that our apprenticeship course—that we would go to school later on if I wanted to be an apprentice. Naturally I would. They offered the schooling and I took advantage of it.

Q. Are you a member of the I. U. C.?

A. Yes.

Q. When did you join?

A. Oh, it might have been a day or two after they started.

Q. Did you or did you not tell Paul Bozurich that you hoped the C. I. O. wins but you attend the company's school and, "If I don't do it I will get a rotten deal"?

A. No, I didn't say that. All I said was that he showed me that the C. I. O. is going to win. After proving
1393 it, he says then I will have to join the C. I. O. Well, I told him I won't until that time comes.

Mr. Seyfarth: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Who asked you to join the I. U. C.?

A. I believe it was Mr. Kowatch.

Q. Where did he ask you?

A. Well, that was during the lunch hour. I was talking to Emil Buterell, a friend of mine in the office of the foundry, and there was a fellow that ate there and he asked me if I would join the I. U. C., and I says I would.

Q. Did you see Mr. Kowatch solicit membership anywhere about the plant?

A. I seen him solicit membership throughout the plant in the mornings. That is the only time I could see John Kowatch, because I didn't work near him during the daytime, I was nowhere near him. The only time I saw him was, you might say, in the morning, because I usually get down to work about 6:30, and probably in the afternoon if I went down to the office. Otherwise I never see him.

Q. Did you see anybody soliciting anywhere around the plant?

A. I believe there was soliciting going on for both sides. I didn't pay much attention to it.

Q. Who did you ever see soliciting for the C. I. O. 1394 during working hours?

A. Well, it isn't that. They didn't solicit—

Q. (By Trial Examiner McCarthy.) Did your ever see anybody solicit for the C. I. O. during working hours? Can't you answer that yes or no?

A. Well, I didn't see them soliciting, but I have heard discussions and talks to solicit, but they gave me cards during lunch hours, but they asked me to join during working hours.

Q. Who did that?

A. Oh, there used to be a fellow, he doesn't work at Link Belt any more, I don't know his name yet, but he used to work on the converter, a big husky lad. I believe some of the employees would know his name. He works for a paint company now, I believe.

Q. (By Mr. Reynolds.) Describe Mr. Kowatch's activity in soliciting as you remember it.

A. Well, I used to get down to work at 6:30, and after joining the I. U. C. for a time then John Kowatch asked me if I want to solicit anybody. And I says I would like to for the simple reason that I know quite a number over there that would like to join and I have been through the plant, through most parts of the plant.

So all he did was give me the cards and told me that as soon as I sign them up I should sign my name and 1395 hand the card to him. That is the only thing. Outside of that I didn't see very much. In the morning if he would see anybody coming in and talk them all over, he would ask them to join the I. U. C.

Q. You saw him around the plant, didn't you?

A. No, he don't work near me at all.

Q. You don't work in one place, do you?

A. No, and neither does he, but you see John Kowatch more or less works on the business and jobs coming in. Well, at the time I was working on the iron floor, the converter, and that has nothing to do with him, and now at bench moulding upstairs.

Q. Well, of those cards that he gave you you only got one of them signed?

A. No, I have got more signed, but the only one I got signed was during about 4:15 waiting for the second buggy.

That is the only one I received signed, like Frank Lackhouse said. I received signatures. That is the only one during working hours. We were getting paid for that time, but he didn't have nothing to do. We were sitting waiting for the second buggy, but the fellow, I spoke to him during noon hour.

Trial Examiner McCarthy: That is enough. He covered that.

Q. (By Mr. Reynolds.) When did you get the other signatures?

A. During lunch hour.

1396 Q. Did you have any instructions about when you were to solicit?

A. No. I was busy. I couldn't solicit even if I wanted to.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Wham: Mr. Speiser.

JOSEPH SPEISER, a witness called by and on behalf of the Independent Union of Craftsmen, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?

A. Joseph Speiser.

Q. How do you spell the last name?

A. S-p-e-i-s-e-r.

Q. Where do you live, Mr. Speiser?

A. Midlothian, Illinois.

Q. You work at the 39th street plant of the Link Belt Company?

A. I do.

Q. Were you so employed in 1936 and '37?

A. I was.

Q. In what department?

1397 A. In the tool room.

Q. What were your duties?

A. Maintenance, various duties, all around the shop.

Q. You had to go from place to place?

A. Yes.

Q. (By Trial Examiner McCarthy.) Were you an electrical maintenance man?

A. No, handyman.
Q. (By Mr. Wham.) Mechanic?
A. Mechanic.
Q. Were you ever solicited in the plant during working hours by the C. I. O.?
A. Yes.
Q. Who solicited you?
A. Salmons, Sellars, Bill Farmer, Johnson, various other fellows.
Q. What were the first names of these people you mentioned?
A. Fred Johnson, Louis Salmons, Walter Sellars, William Farmer.
Q. And approximately when were you solicited by them?
A. Well, just before the Independent Union came out; about February and March, '37.
Q. I see. State the circumstances.
A. Well, they kept on harping at me to join the C. I. O.
Q. Are you stationed anyways near them, or do
1398 you work anyways near them?
A. I work in the department and they are up there at various times for tools and other things.
Q. So that your paths cross from time to time.
A. Yes.
Q. All right, go ahead.
A. And they kept on nagging me to join the C. I. O., and I was the only one in the department that didn't belong to it, and finally they made things so damned miserable for me, not talking to me, ignoring me for two weeks, I told them to lay off me or I would crack a few of them. I thought there was nothing else to do so I did sign up with the C. I. O., seeing the rest of them belonged to it.
Q. Did you pay any dues, or attend meetings?
A. I attended one meeting. Paid no dues.
Q. Go ahead.
A. And then the Independent Union of Craftsmen come out. I went to Bill Gunn, got an application blank while he was eating his lunch, signed it and left it on his bench.
Q. Can you be any more specific about these C. I. O. solicitations, as to who did it? For example, just take Walter Sellars.
A. Well, he was a C. I. O. steward. He was the guy that held a grudge against me for not joining it more than any-
one else. He was the one that started it, and they
1399 started calling me suckhole and things like that.
Q. When did Louis Salmons approach you?

A. Louis Salmons approached me at the very start when he first started to organize the C. I. O. in the Link Belt Company.

Q. Was that during working hours?

A. Yes, it was.

Q. When did Fred Johnson approach you?

A. The same time, right after he joined it. I used to stop with the boys and drink beer and we were pretty friendly, and when they started out with the C. I. O. they wanted me to get into it.

Q. What about William Farmer?

A. Well, he is the fellow that kept on preaching it to me and wouldn't leave me alone, and I told him that if he didn't leave me alone I would take a crack at him, and quit bothering me with it.

Q. Were these talks you had on company time?

A. They were.

Q. All four of these people?

A. Yes, sir.

Q. Did you see them talking to any other employees on company time?

A. I have.

Q. Do you know what they were talking about?

1400 A. I couldn't state.

Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) After the Independent Union started organizing in April, 1937, did you see any of these men solicit memberships in the C. I. O.?

A. What was that question?

Q. After the Independent started organizing did you see any of these men soliciting for the C. I. O.?

A. I seen them talking, the same as the Independent Union, on both sides, but I don't know what they were talking about.

Q. You didn't hear any conversations?

A. No, sir.

Q. You saw several people solicit for the Independent Union, though, didn't you?

Trial Examiner McCarthy: Answer so that the reporter can hear you.

The Witness: Yes, sir.

Q. (By Mr. Reynolds.) Who all did you see?

A. Well, I couldn't state. I don't go around with a

notebook and write down names and things that have gone on and times and places.

Q. Well, you saw Independent Union men soliciting on company time, though, didn't you?

1401 A. Yes. They weren't all Independent men. It was going on on both sides. The reason I stated that Fred Johnson and they were doing it, because that was the beginning of the organization.

Trial Examiner McCarthy: 1936?

The Witness: From then on I paid no attention to what was going on.

Q. (By Trial Examiner McCarthy.) What time was this you refer to?

A. That was in '37, February and March, when I joined it, and 1936, the latter part of 1936.

Q. (By Mr. Reynolds.) Who asked you to join the Independent Union?

A. Nobody.

Q. What were the circumstances of your joining it?

A. Well, they ignored me before and made life miserable for me. I thought I would show them I had guts enough to turn the other way, so I went and signed up and put on a red button.

Q. Where did you sign up?

A. Bill Gunn, I got the application from him on his lunch hour. He eats from 11:30 to 12:00.

Q. (By Trial Examiner McCarthy.) Who is Bill Gunn? What does he do?

A. He is the Independent Union of Craftsmen

1402 steward now. He is a belt man and oiler.

Q. Belt man, you say?

A. Belt man and oiler.

Q. Oiler?

A. Yes.

Q. (By Mr. Reynolds.) Did you see any of the Independent men going around with lists for men to sign?

A. I saw them going around with lists before the Independent Union had started.

Q. Saw who going around?

A. There was no Independent Union. There was various fellows.

Q. Well, who were those various fellows? You remember some of them, don't you?

A. Kowatch, Bill Greenlee, that is all.

Q. Did you see Russell Erickson?

A. I don't know Russell Erickson.

Q. They were going around on company time talking to the men, weren't they?

A. Yes.

Mr. Reynolds: That is all.

Mr. Seyfarth: No questions.

Trial Examiner McCarthy: That is all.

Mr. Wham: Just a minute. Just sit down.

Redirect Examination.

1403 Q. (By Mr. Wham.) When was it you saw Kowatch going around with a list?

A. Oh, it is hard to answer. I have seen him through the foundry at various times, and I have seen him in the machine shop at various times.

Q. Was that on company time, you say?

A. I saw him before hours. I don't know whether it was necessarily on company time. I don't remember just when it was, to be truthful with you.

Q. Is your recollection about Greenlee about the same?

A. Yes. He stopped me in the elevator about twenty-five minutes to five, and we quit at 4:30.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Wham: Mr. Szabo.

JOSEPH SZABO, called as a witness by and on behalf of the Independent Union of Craftsmen, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?

A. Joseph Szabo.

Q. Where do you live?

A. 3612 Franklin Boulevard.

1404 Q. Chicago?

A. Yes.

Q. You work at the 39th Street plant of the Link Belt Company?

A. I do.

Q. Were you employed there in 1937?

A. Yes.

Q. What department were you in then?

A. In the engineering department.
Q. Any particular part of it? What was your work?
A. Well, at the time I was working on color prints, detailing.
Q. Draftsman, you mean?
A. Yes.
Q. Well, directing your attention to the last part of April, 1937, were you solicited for the C. I. O.?
A. Yes.
Q. With reference to working hours when was it?
A. Well, it was one Saturday morning, there was another lad and I, John Peterson, came in to work, and Fred Johnson and another man, I don't know his name, came in to do some work on some of those mercury lights we have in the engineering department.
Q. What time of the day was that?
A. Oh, it was between 8:00 and 10:00, somewhere
1405 around there. And the other lad that came in with Fred Johnson went up on the ladder and started working on these lights and Johnson came over and started talking Union activities to John and I.
Q. What did he say?
A. Well, he told us that the Independent Union wasn't worth the name it had and that we should go down and come to the C. I. O. meetings. I don't know, he gave us the date of the next one, and he told us that we should come down there. And we told him that we had already signed up with the Independent Union, but he claimed that that didn't mean anything because it wouldn't last very long anyway. That was the general theme of it. I don't remember exactly everything that was said.
Q. Did he tell you why it wouldn't last very long?
A. Well, it was more or less talking back and forth. I don't just remember just why and the pro and cons of the whole conversation.
Q. How long did the conversation last?
A. Well, I should say between a half an hour and three-quarters of an hour.
Q. Who was doing the talking?
A. Mostly Johnson.
Q. Do you know where John Peterson is?
A. Why, right now he is out of town. He is in
1406 Flint, Michigan.
Q. Did you see any C. I. O. members talking to other employees during working hours?
Mr. Reynolds: I object, if the Examiner please. It is

immaterial whether the C. I. O. members talked to others during working hours. It is assumed that they would if they were all working in the same plant.

Trial Examiner McCarthy: Would you restate the question, please?

Q. (By Mr. Wham.) Did you ever see Johnson talking to other employees?

Mr. Reynolds: I object.

Trial Examiner McCarthy: You mean about solicitation or just conversation? I think we ought to try to be a little more specific.

Mr. Wham: Well, the Board has put in evidence here of just people talking; nobody knew what they were talking about.

Trial Examiner McCarthy: Well, it is immaterial if it is just conversation, but if it is Union activity it is materal.

Mr. Wham: All right.

Q. (By Mr. Wham.) Did you ever see Fred Johnson talking to another employee concerning the C. I. O.?

A. I can't say that he was talking about C. I. O.
1407 I have seen him talking to other members of the engineering department. I can't say what he was talking about.

Mr. Wham: That is all.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Wham: Mr. Nordine.

AUGUST NORDINE, a witness called by and on behalf of the Independent Union of Craftsmen, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?

A. August Nordine.

Q. How do you spell Nordine?

A. N-o-r-d-i-n-e.

Trial Examiner McCarthy: Will you keep your voice up, please?

The Witness: Yes, sir.

Q. (By Mr. Wham.) Where do you live, Mr. Nordine?

A. 306 West 108th Place.
Q. Chicago?
A. Chicago.
Q. Try to look towards the Examiner a little more. Where do you work, Mr. Nordine?
1408 A. Link Belt Company, 39th Street.
Q. What department?
A. Steel shop.
Q. In the month of April, 1937, were you solicited by the C. I. O.?
A. Yes, I was.
Q. Whereabouts?
A. Over in the steel shop. Welding shop, I would call it.
Q. What time of the day?
A. Oh, about 10:00 o'clock in the morning, I would say.
Q. Was that during working hours?
A. During working hours.
Q. Will you tell us about it?
A. Well, it was Mr. Fred Johnson, the electrician. He was down there to fix up a welding machine that was down, and I walked by. I had to go down to the other end to get material for my work, and on the way back I had an armful of welding rods. He stopped me and told me to come over there behind that welding machine, which I did for a little while. He called me over and he says, "Have you signed up with the I. U. C. yet?" And I says, "Yes, I did, about a week ago."

Well, he says, "I think you made an awful mistake. I think you are going to get yourself in a jam like a lot of these other fellows are."

Well, I says, "You let me worry about that." So
1409 with that I told him, I says, "I am working piecework. I can't stand around this way." So I went on back and went to work and he went on with his work.
Q. Were you solicited any other times by the C. I. O.?
A. Well, there were other times, but I can't remember just what took place then. By the same party.
Q. Were they during working hours?
A. No, them other times, they were not working hours, no.
Q. Do you hold any position with the Independent Union?
A. Yes, I am the steward for the welders.
Q. When were you elected?

A. Right after the steward, which was Herb Brooks, went on as a foreman and he had to leave the I. U. C., and they had a vote at noon hour one day and I was elected to take his place.

Q. How was that vote conducted?

A. Mr. Linde here passed out ballots at noon hour to all the boys in the welding shop. There wasn't very many and it doesn't take very long. And he went around and in a few minutes he went back and picked them up, and a short while after that, why, Mr. Ross come over and told me that I was to take over the duties as steward for the Welders.

Q. Is Mr. Brooks still a foreman?

A. No, he is back working now.

Q. Did you have any further contact with Mr.
1410 Fred Johnson after that?

A. Well, he found out later on that I was elected steward, and he lives out in the same neighborhood that I do and he rides home with me sometimes in the evenings, and he told me one day, he says, "I hear you was made steward." I says, "Yes, I was."

Well, he says, "I don't know why you want to get mixed up in that stuff for."

Well, I says, "You better let me worry about that."

And that kinda cut that conversation.

Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) When do you make your collections of dues as a steward?

A. Usually at noon hour.

Q. Did you ever collect them during working hours?

A. Well, now, there has been occasions when I walked—where my line of work is I have to walk through the whole welding shop, over to the pay window, and on the way back sometimes fellows when I would walk by they would say, "Here is my dues," and I would just take the dues and put it in my pocket. I don't say that was openly collecting dues. I usually done my soliciting for dues at noon hour and after working hours. I used to get these fellows as they come from the washroom.

1411 Q. Who asked you to join the Independent Union?

A. I signed the petition that went around when it first started.

Q. Who brought the petition to you?

A. Mr. George Linde.
Q. George Linde?
A. Yes.
Q. That was during working hours, wasn't it?
A. No, sir, that was on a Monday morning, about quarter to eight.
Q. Did you see him take it to others?
A. Well, in my line of work, I am an electric welder by trade and I sit with my head covered up all day long and so I don't see much that goes on throughout the shop.
Q. You didn't see anybody soliciting about the shop for the Independent Union?
A. I can truthfully say no, not around in there. As I say, I don't get to see much. We are covered up with shields all around and you are in your spot, and that is where you are all day.
Q. Did you see anybody solicit for the Independent Union?
A. At a distance I have seen fellows talk to each other. Now, just what went on I couldn't say.
Mr. Reynolds: That is all.
Mr. Seyfarth: No questions.
1412 Mr. Wham: That is all.
Trial Examiner McCarthy: That is all.
(Witness excused.)
Mr. Wham: Mr. Johnston.

ARCHIBALD JOHNSTON, a witness called on behalf of the Independent Union of Craftsmen, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) What is your name?
A. Archibald Johnston.
Q. Where do you live, Mr. Johnston?
A. 1405 East 57th Street.
Q. In Chicago?
A. Chicago.
Q. Where do you work?
A. Link Belt Company, 39th Street.
Q. What department are you in?
A. Steel shop department, blacksmith.
Q. Were you there in about April, 1937?
A. Yes.

Q. Are you sometimes referred to as "Baldy?"
A. Yes.
Q. Now, Fred Johnson—he spells his name differently, doesn't he?
1413 A. Yes.
Q. (Continuing.) —testified that he approached you—no, that you approached him during working hours in the steel shop and asked him to sign for the Independent, and also that he saw you soliciting other employees to join the Independent during working hours. Will you tell us about that?
A. Well, as far as Johnson is concerned, I didn't solicit him at all. During working hours, during lunch period I was soliciting down at the other end of the shop, and he got to know about that. So after I had done the soliciting, he come along by me. Well, this was after the whistle blew at 12:30 again, and he says, "How do you not come to me with that sheet?"
Well, I says, "That sheet is not for you and you know it."
So he took it. I had it stuck in that hip pocket at that time, and he says, "I could sign it, too."
And I says, "Well, go ahead and sign it."
And so he did sign it.
Q. You mean he insisted on signing it?
A. He wanted to sign it.
Q. Were you ever solicited by the C. I. O.?
A. Yes, sir.
Q. Who by?
1414 A. Johnson.
Q. Fred Johnson?
A. And Salmons and another guy that was out in the machine shop.
Q. Was this during working hours?
A. Yes, sir.
Q. About what year and month?
A. Well, Johnson wanted me to come up to the meeting up there and see what was going on and hear something about a good organization. Salmons, he approached me in the tool room. Sometimes we have got to go up in the tool room for a fuse or something like that. So I went up there and he says, "When are you coming down to the meetings?"
And then the other guy, a little guy, I don't know his name. He was out in the machine shop. He come two

or three times and asked me to come up to the meetings. That was all.

Q. Did you sign for the C. I. O.?

A. Did I ever sign? No.

Q. Were you ever elected to an office in the C. I. O.?

A. Well, I understand I was put up as shop steward for the steel shop workers.

Q. Who told you that?

A. A guy up in the washroom one Friday morning, I think it was.

Q. Do you know who that was?

1415 A. I don't know his name, but I know who he is all right.

Q. What did he tell you at that time when he was telling you that you are to be steward? What did he tell you?

A. He told me I was proposed up there in the C. I. O. meeting for steward. That is all he told me.

Q. Did he ask you to do anything?

A. No, he never mentioned that I do anything. He asked me was I going up to their meetings. I told him no.

Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) Did you ever receive any instructions about what time of the day you were to do your soliciting for the Independent Union?

A. No, I never received any instructions, but I think I should know that, when to do it.

Q. The foreman never said anything to you about it?

A. My foreman never said anything to me about it.

Q. Did your foreman see you soliciting?

A. Well, I guess he did, because I did most of the soliciting in the lunch hour, because it was the one end of the shop I got.

Q. He never said anything to you about it?

A. Well, the foreman never said anything to me because the foreman was always up in the office.

Q. Did any other officer or supervisory official

1416 ever say anything to you about soliciting for the Independent Union?

A. Nobody ever said anything to me about soliciting.

Mr. Reynolds: That is all.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) How long have you been with the Link Belt?

A. About fourteen and a half years.

Q. Did you testify that Fred Johnson took the list out of your pocket and signed up?

A. Yes, he asked me to sign on that list. I didn't ask him.

Q. Then sometimes afterwards he asked you to join up with the C. I. O.?

A. He was after me two or three times.

Q. Isn't that a little inconsistent? He signed up with the I. C. U., and then he wanted you to join the C. I. O.?

A. This list he was signing was not for the Independent. This was to get it started before it was started. This wasn't an application for the I. C. U.

Q. (By Mr. Wham.) Well, he really was just horning in on the organization, wasn't he?

A. That was all.

Mr. Reynolds: Just a minute.

Q. (By Mr. Reynolds.) Who asked you to come down here to testify, Mr. Johnston?

1417 A. Who asked me to come down?

Q. Yes.

A. Mr. Linde.

Q. Did anybody see you out at the plant about it?

A. Anybody see me?

Q. Yes.

A. Yes.

Q. (By Trial Examiner McCarthy.) Talk to you out there.

A. Yes.

Q. Who?

A. Who called me out in the plant; is that what you mean?

Q. (By Mr. Reynolds.) Who came to see you in the plant about it?

A. Linde.

Q. Mr. Ross didn't talk to you.

A. And Mr. Ross too. That was about Wednesday, lunch hour, ten minutes or a quarter after twelve.

Mr. Reynolds: That is all.

Mr. Wham: That is all.

(Witness excused.)

Mr. Wham: Mr. Jamison.

EDGAR E. JAMISON, a witness called by and on behalf of the Independent Union of Craftsmen, being first duly sworn, was examined and testified as follows:

1418 *Direct Examination.*

Q. (By Mr. Wham.) What is your name?
A. Edgar E. Jamison.
Q. How do you spell Jamison?
A. J-a-m-i-s-o-n.
Q. And where do you live, Mr. Jamison?
A. 4640 Drexel Boulevard, Chicago.
Q. And where do you work?
A. Link Belt Company, 59th Street plant.
Q. And were you working there on April, 1937?
A. I was.
Q. And since that time?
A. I was.
Q. What department were you in at that time?
A. Crane department.
Q. Are you still in the crane department?
A. I am.
Q. Now, Joseph B. Novak testified that he saw you approaching employees during working hours and talking to them.
A. I imagine he did.
Q. What is that?
A. I imagine he did.
Q. In what connection did you talk to them?
A. Well, I couldn't recall any conversation I had. I may have been talking Union and I may have not. I don't know.

1419 Q. Did you ever talk to them about the Independent Union?
A. I did.
Q. During working hours?
A. I did.
Q. Did you ever solicit any memberships?
A. I did.
Q. How many?
A. Well, as to that I couldn't say.
Q. (By Trial Examiner McCarthy.) Approximately how many?
A. You mean how many did I solicit?

Well, I don't believe there was more than two or three that I really signed up.

Q. But how many did you solicit approximately?

A. Well, you understand the work that I am doing, we are all working together and naturally a conversation would drift into one thing or another, but now as far as getting a man off in a corner and really talking to him, I didn't.

Q. (By Mr. Wham.) You just had a general conversation; is that right?

A. Just a general conversation, yes.

Mr. Wham: That is all.

Cross-Examination.

Q. (By Mr. Reynolds.) ho is your foreman?

A. Right now at the present time, Mr. McKinney.

Q. Did you talk to Mr. McKinney about the In-
1420 dependent Union of Craftsmen too?

A. Mr. McKinney was not my foreman at that time.

Q. Who was?

A. Mr. Simmons.

Q. Did you talk to Mr. Simmons about the Independent Union?

A. Absolutely not.

Q. Was he ever present when you were talking to the other men?

A. Oh, no.

Q. Had you received any instructions about when you were to solicit for the Independent Union?

A. No, sir. I didn't have to have instructions.

Q. What do you mean by that?

A. Well, I knew that I wasn't supposed to be doing that on company time. I was just taking a chance.

Mr. Reynolds: That is all.

Mr. Seyfarth: No questions.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Wham: Now, Mr. Examiner, we had some other witnesses, but they are not available at the time, and I think if it is agreeable we will close our case with the understanding that the company call these various supervisors that have been mentioned. If they don't call them, we would like to call them ourselves.

1421 Mr. Seyfarth: Do I understand that you have other witnesses, including supervisors, that you propose to call that aren't here at the present time?

Mr. Wham: Well, I am not sure that they will ever be available during the course of this hearing.

Mr. Seyfarth: I don't like to undertake to put on the respondent's case until the Intervener and the Board has completed its case.

Mr. Wham: What I will put on won't vary it any.

Trial Examiner McCarthy: That won't make much difference. It is all in the record.

Mr. Wham: Yes.

Trial Examiner McCarthy: In other words, it would be all right if these witnesses would turn up even after your case was in.

Mr. Wham: They won't testify to anything different, I don't think, than what is in.

Trial Examiner McCarthy: Wouldn't that tend to be cumulative? I would like to avoid it if I can.

Mr. Wham: They are generally along the same lines, but they would be little different instances, and so forth. But the thing I am particularly interested in, I noticed that some of these supervisors were mentioned, and they affect the Independent Union just as much as they do the company, and if the company isn't going to call them, I will call them.

1422 Mr. Seyfarth: The company is going to call its supervisors.

Mr. Wham: All right.

Trial Examiner McCarthy: All right.

Mr. Seyfarth: I would like to renew the motions that I made at the terminations of the Board's case, if the Examiner please.

Trial Examiner McCarthy: Reserve decision.

Mr. Seyfarth: Before starting the respondent's case, I have been advised that Mr. Ford made a request for certain records or all of the records of the Labor Board on the cases of Salmons, Sorenson and Novak, and I also understand that he made a request for subpoenas for Mr. Beman and Mr. Disser.

Have you got the completed file available?

Mr. Reynolds: I have the file. I don't have any objection if you look at it, but Mr. Ford said that if the file were made available he wouldn't want to subpoena Mr. Beman.

Trial Examiner McCarthy: On that point, as I understand it, it is conversation between Mr. Disser and Mr. Berry. Mr. Berry knows what the facts are and his testimony I should think would supply the information that you desire.

Mr. Seyfarth: Unless it happens to be controverted.

Trial Examiner McCarthy: Well, that is up to the Board's counsel.

1423 Mr. Seyfarth: Well, I don't want to wait until there is a controversy about Mr. Berry's testimony and then make a request for a subpoena and then have perhaps two or three days intervene before we could have him here.

Trial Examiner McCarthy: Well, whatever arrangement was made at that time, it was purely for mediation purposes, and not particular material to this case, as I see it.

Mr. Seyfarth: My understanding was to the contrary; that there was more or less of an explicit understanding about the cases of Salmons, Sorrenson and Novak.

Mr. Reynolds: Between who?

Mr. Seyfarth: Between Mr. Berry and Mr. Beman and Mr. Disser.

Mr. Reynolds: If the Examiner please, I submit that that is not controlling.

Trial Examiner McCarthy: The Examiner will so rule.

Mr. Reynolds: If you can show a general release from these two men of their rights, that is a different matter.

Mr. Seyfarth: I would like to have the Board's file on the cases of these three men, and if it is possible to run through the hearing without the presence of Mr. Beman and Mr. Disser I would like to dispense with their presence here, if it is possible.

Trial Examiner McCarthy: Yes. Well, I think it is possible, because whatever arrangements they made

1424 were purely the exercise of good offices, as I understand it. There was no obligation on either side. It was an effort to solve the difficulty or dispute by mediation.

Mr. Seyfarth: Have you the files present, Mr. Reynolds?

Mr. Reynolds: Yes, I have the file.

Mr. Seyfarth: Is it complete? I understand you didn't have the complete file on it.

Mr. Reynolds: That is the complete file, the closed case. However, there are only two men here involved, so far as I know; Salmons and Novak.

Trial Examiner McCarthy: I think the simplest way to do it is to put Mr. Berry on the stand and let him state the facts as he understood them, and if they are erroneous it is up to the Board's counsel to rectify them.

Mr. Seyfarth: Thank you. Shall I proceed?

Trial Examiner McCarthy: Proceed.

Mr. Seyfarth: Fred Skeates.

FRED B. SKEATES, a witness called by and on behalf of the Respondent, Link Belt Company, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) Will you state your name, sir?

A. Fred B. Skeates.

Q. What is your address, Mr. Skeates?

1425 A. 318 East 81st.

Q. You are employed by the Link Belt Company?

A. Link Belt Company of Chicago, 39th Street plant.

Q. In what capacity?

A. Foundry superintendent.

Q. How long have you been employed by the Link Belt Company?

A. Thirty-four years.

Q. How long have you been foundry superintendent?

A. Since the first part of '36; from '36, '37 and up to the present time.

Q. What did you do for the Link Belt Company prior to being foundry superintendent?

A. Well, the last twenty years I have spent all my time in the foundry. Before that I worked, well, all the way from an office boy, all the way through the plant practically.

Q. What is the fact regarding the meetings of the supervisory force of the Link Belt Company during the years 1935, 1936 and 1937?

A. Well, I attended no meetings during '35, with the exception of possibly three or four at the end of the year, but all through '36 and '37 it is a policy that we have a daily meeting starting right after the lunch period which is around 12:30, and all of the supervisory heads, or in other words, the heads of departments, attend this meeting,

1426 and there has been different discussions by Mr. Berry and explanations of production and labor policies. On several occasions we were very definitely told that—

Q. Just a minute. Who usually attended these meetings, Mr. Skeates?

A. Well, all of the department heads. When I say department heads I mean to say such as the foundry, machine shop and steel shop, a representative from the engineering department, the production superintendent, the operating superintendent, and there were certain days where the head of the shipping department and receiving rooms and purchasing.

Q. Now, the subject of production was discussed at these meetings, you state?

A. Yes, sir.

Q. That is, difficulties in production and any plans of production were explained, were they?

A. Yes, and there were times when probably the production of this particular department wasn't able to meet the demands, and it was up to the head of the department to step in and assist and work our problems and methods.

Q. Would you say that the general operation of the plant was discussed at these supervisory meetings?

A. Yes.

Q. Now, who was the chairman of these meetings?

A. Well, the production superintendent was the
1427 chairman of the meeting up to a certain period.

Q. Who was the production superintendent?

A. Mr. Conroy.

Q. After the subject of production was disposed of who ordinarily became chairman of the meeting?

A. Mr. Berry.

Q. You have reference to Mr. Berry who is the general superintendent at the 39th Street plant?

A. Yes, sir.

Q. Was the subject of the Wagner Act and the labor relations discussed at these supervisory meetings?

A. Yes, many times.

Q. When did the discussions concerning labor become prominent in the course of the meetings?

A. Well, as I remember it was immediately after the Supreme Court had rendered decision that the Wagner Act was lawful.

Q. Would you say that the subject of labor relations was discussed prior to that time?

A. Oh, yes. We discussed labor situations as to the conditions in the shops and we discussed the means of according help and, oh, various phases of labor.

Q. Now, did you receive any instructions from Mr.

Berry concerning your conduct and the conduct of the supervisory force with relation to Union matters?

A. Yes, sir, very definitely.

1428 Q. Will you tell us what those instructions were?

A. We were to at no time interfere with Union; we were not to permit the foremen of departments to interfere with discussions of Union labor or show any partiality to workmen if they become members of any group or Unions. Well, to have nothing to do with it. That is to say, our job was to produce and we were to have no Union activities permitted during working hours.

But we had absolutely no right or authority to interfere with anything that may be discussed in the plant during the lunch period or the time of the men, but our job was to produce.

Q. Would you say that you were instructed to remain neutral between any conflicting union groups?

A. Yes, sir, I think I covered that; that we were to in no way make a decision or to permit a discussion with the foremen of one Union or the other.

Q. Would you say that you were instructed to refrain from giving aid or assistance to any particular Union group?

A. Yes, sir.

Q. Were you also given instructions to refuse to dominate or attempt in any manner whatsoever to control any particular Union group?

A. Absolutely.

Q. Were you instructed not to discriminate be-

1429 tween any particular Union group or members thereof?

A. Yes, sir. It didn't make any difference in the shop what Union you belonged to as long as you were producing your work.

Q. Now, Mr. Skeates, was it the practice of the company and the practice of the supervisory force to reward employees whom you deemed good workmen?

A. Yes. Increase in wages.

Q. And promotions, I presume?

A. Promotions and increase of wages, absolutely.

Q. When such promotions and increases in wages were in order?

A. Well, of course, promotions would arise when the case presented itself, where promotion was possible. Raises were given at various times on the recommendation of a foreman to me, and I have given lots of raises on the recognition of good work.

Q. Now, Mr. Skeates, did you pass the instructions that you had received from Mr. Berry on labor relations on to the various foremen who were under your supervision?

A. Yes, sir, on many occasions. I instructed all the foremen in the foundry department that they were not to at any time to assist or help or permit the solicitation of applications for any Union during working hours at any time—or, during working hours; not to enter into
1430 any discussions or permit discussions if they knew what was going on.

Q. Mr. Skeates, did the Link Belt Company at the 39th Street plant have any set policy regarding the authority of a foreman to discharge an employee?

A. No, sir. No department foreman could hire or discharge an employee. His recommendation would be to me. I would investigate his recommendation and investigate and if I found it warranted, I would discharge him.

Q. And the same held true for hiring men, I presume?

A. Yes, sir.

Q. Did the Link Belt Company have any set policy regarding the discharge of a production employee for Union activity on company time?

The Witness: Will you state that question again?

Mr. Seyfarth: Will you read that question, Mr. Reporter?

(Question read.)

The Witness: Yes. If an employee was caught during working hours, he was first warned on the first offense, and if he was caught on the second offense he was discharged.

Q. (By Mr. Seyfarth.) Now, Mr. Skeates, I will show you Respondent's Exhibit No. 1, so marked for identification, and I will ask you what is that exhibit?

A. It is a drawing showing the location of the various shops of the 39th Street plant.

1431 Q. You are familiar with the various locations of the shops and buildings and the general lay out and the floor plan of the buildings in the Link Belt plant at 39th Street?

A. Yes, sir.

Q. Would you say that Respondent's Exhibit No. 1, so marked for identification, is a true and correct blue print of the plant?

A. Well, the only part of this that isn't up to date, if that is answering the question, is this lay out of the foundry building which, in the last three or four months, has

been rebuilt, and there is just a little change; not in the building line but in the building itself.

Q. Prior to that change would you say that the exhibit is a true and correct blue print of the buildings of the Link Belt plant?

A. Yes, sir.

Q. You were the foreman of the foundry?

A. I didn't hear that.

Q. You were the foreman of the foundry or the general superintendent of the foundry?

A. Yes, sir.

Q. Will you kindly explain your duties as the superintendent of the foundry?

A. Well, I think—I will make it as brief as possible.

Q. Yes.

1432 A. I had complete charge of the foundry department, that is, the complete foundry. I was responsible for producing steel and iron and castings in good solid shape. I was responsible for the operations of the foundry departments. I had charge of hiring and discharging and laying off all help in the foundry.

Now, I think that covers it.

Q. That is fine. How many foremen did you have under your supervision, say, during the calendar year 1937?

A. Well, let's see.

Trial Examiner McCarthy: Approximately the number.

The Witness: Approximately seven or eight different foremen.

Q. (By Mr. Seyfarth.) How many men worked in the foundry during any particular period during the calendar year 1937?

A. Our highest total there was around 295.

Q. There was a slackening of employment in the latter part of 1937?

A. Definitely.

Q. Now, was there a department of the foundry known as the grey iron floor?

A. Yes, sir.

Q. Will you tell just in a few words about the grey iron floor?

A. Well, the grey iron floor has always been known as the large floor, the large work which was serviced

1433 by heavy cranes, from ten to fifteen and as high as twenty-five ton cranes. It is a highly skilled floor, where the various types of pans would be made into castings.

Q. The heavy castings were produced on the grey iron floor?

A. Yes, sir. We make castings all the way from twenty-five pounds, probably all the way up to ten thousand pounds on that floor.

Q. Who was the foreman of the grey iron floor?

A. Well, during most of the period of '37, Bill Morley was foreman. He was foreman on that floor up until around—let me see—possibly in November or December of 1937.

Q. Mr. Skeates, did you have any specialized type of employee who was put to work on the grey iron floor?

A. Well, all employees in a foundry are specialized in certain types of work which we classify as departments. Any foundry has different floors as they call it. You have got your heavy floor, you have your bench floor and your machine floor, and in our foundry we have what we call a sprocket floor.

Q. Well, for instance, if you wanted to hire a man to perform an operation on the grey iron floor would you hire any man that had foundry experience or would you ask for a man that had experience in performing the type of work that was performed on the grey iron floor?

1434 A. Well, if I wanted a floor moulder I would request the employment department for a floor moulder. If I wanted a bench moulder I would request a bench moulder.

Q. Would you say that only floor moulders were hired for work in the grey iron floor?

A. Yes, sir.

Q. And bench moulders were hired for work, say, on the sprocket floor and bench floor?

A. No, I wouldn't put a bench moulder on a sprocket floor, but I would put a bench moulder—I would request a bench moulder from the employment department if I needed a bench moulder.

Q. I see. Now, you have here what is known as a steel floor?

A. Yes, sir, that is the steel foundry.

Q. Who was the foreman of the steel foundry?

A. Oleson.

Q. About how many men worked in the steel foundry?

A. Oh, roughly I would say about 25.

Q. What operation was performed in the steel foundry?

A. Well, we have bench moulders and we have floor

moulders and then we have machine moulders. They made cast steel castings. They made the moulds.

Q. As distinguished from iron castings as made on the grey iron floor?

1435 A. Oh, yes, very different.

Q. Were they larger or smaller castings than those made on the grey iron floor?

A. Well, they could be the same as far as weights are concerned. It is a different metal, entirely.

Q. Yes. Now, you have here a department known as sprocket floor?

A. Yes, sir.

Q. Who was the foreman of that department?

A. Grinnis; Charles Grinnis.

Q. How many men approximately worked on the sprocket floor?

A. Well, we have had as high as 15 men through the early part of 1937.

Q. What operation was performed there?

A. Well, they make the moulds on that floor for all size sprocket wheels where they are made in what we consider a chilled equipment; that is a half pattern for the wheel and the chill which makes the teeth of the wheel.

Trial Examiner McCarthy: Is this testimony in connection with the shifting of Paul Novak?

Mr. Seyfarth: And it is in connection with other employees here.

Trial Examiner McCarthy: Or what is his name?

Mr. Seyfarth: Bozurich.

Trial Examiner McCarthy: Paul Bozurich. Didn't

1436 he cover that rather completely on his direct testimony?

Mr. Seyfarth: Well, there were some inaccuracies in his testimony, if it pleases the Examiner. I want the record to be clear on it. That is the purpose for this line of questioning.

Q. (By Mr. Seyfarth.) Now, there is also a department known as the machine floor; is that right?

A. Yes, sir.

Q. Who was the foreman of the machine floor?

A. Bill Siskauskis.

Q. Is he the man that has been referred to here many times during the testimony as "Splits"?

A. Yes, sir.

Q. Just so that the record might be clear in this con-

nection, is there a man known as "Big Splits" and also "Little Splits"?

A. "Splits" is the only definition or nickname that he has ever carried.

Q. There is only one "Splits"?

A. There is only one "Splits."

Q. And that man is Siskauskis?

A. Yes, sir.

Q. Now, there is a department known as the core room, isn't there, Mr. Skeates?

A. Yes, sir.

1437 Q. And who is the foreman of the core room?

A. Al Neiberg.

Q. How many men, approximately, work in the core room?

A. We had as high as 58 men working in the core room.

Q. And I presume that they make cores?

A. Yes, sir, that is their job.

Q. Now, there is a cast iron cleaning room?

A. Yes, sir.

Q. Who is the foreman of that department?

A. Bill Morley at the present time.

Q. Who was foreman during the year 1937?

A. Ed McKinney had most of the year, the early part of the year.

Q. And how many men are employed in the cast iron cleaning room?

A. At the present time?

Q. Yes.

A. About 25.

Q. And then you have what is known as the bench floor; is that right?

A. Yes, sir.

Q. Who is the foreman of the bench floor?

A. Andy Dipple.

Q. How many men were employed on the bench floor?

A. We have had as high as 22 men working on

1438 the bench floor.

Q. And then you have two other floors here known as the roller floor and the squeezer floor; is that right?

A. Well, the squeezer floor is in the same department as the bench floor. The bench moulders and squeeze moulders are combined in one floor. It is all small class work.

Q. Is there a separate foreman for those two departments?

A. No, sir.

Q. Who is the foreman?

A. Andrew Dipple.

Q. About how many men work under Mr. Dipple on the squeezer and roller floor?

A. Well, he has nothing to do with the roller floor. We were discussing the squeezer and bench floor. The roller floor, why, there is only about two men work on it, and it is part of the sprocket floor. The reason for that is the rollers are made out of metals that are used on the sprocket floor. It is the same kind of metal.

Q. Now, there is also a steel cleaning department?

A. Yes, sir.

Q. Who is foreman of that department?

A. Bill Morley.

Q. How many men are employed there?

A. Well, we have had as high as 54 men in the steel cleaning room. Right at the present time we have about 24.

1439 Q. Now, Mr. Skeates—

Trial Examiner McCarthy: Let us have a five minute recess.

(A short recess was taken.)

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Seyfarth.) Now, Mr. Skeates, there has been some reference made during the course of the testimony to a place known as the dog house. Would you kindly tell the Examiner if you know what is referred by the term dog house?

A. Yes, sir. It is a small steel shed we had built on the west side of the foundry to use as a storage shed for castings before they were delivered to the cleaning room, when we built the shed. Then later on we used that shed for flask storage, a carpenter shop and supply and material storage. Then in 1932 we cleaned the shed all out, put a nice floor in it and put in several unit heaters and we set up some bench machines and put moulders to work.

Now, where this shed got its name; the watchman at the front gate picked up a stray dog one morning and took a liking to the dog and he tied it up in this shed, and before he got a chance to take it home someone had stolen the dog, and from then on the thing was referred to as the dog house.

Q. Is it a particularly undesirable place to work?

A. No, sir. The shed was about 50 feet long and about 25 feet wide. It was made of steel plates and had
1440 a sky light in the top of it.

Q. Well ventilated?

A. Yes, sir, doors on both ends gave good ventilation.

Mr. Seyfarth: Mr. Reporter, will you mark these fourteen sheets entitled "Summary of iron foundry," Respondent's Exhibit No. 4 for identification?

(Thereupon, the document above referred to was marked as Respondent's Exhibit No. 4 for identification.)

Mr. Seyfarth: And will you mark these fourteen sheets entitled "Summary of steel foundry," Respondent's Exhibit No. 5 for identification?

(Thereupon, the document above referred to was marked as Respondent's Exhibit No. 5 for identification.)

Q. (By Mr. Seyfarth.) I hand you Respondent's Exhibit No. 4 for identification and No. 5 for identification, and ask you what they are?

A. They are summary sheets made up by the cost department monthly showing the tonnage shipped in good castings from each foundry during the month.

Q. One is for the iron foundry—

A. One is the iron foundry and the other is the steel foundry.

To your knowledge are the figures contained
1441 thereon true and correct?

A. Yes, sir, they are the official records on tonnage.

Q. Now, Mr. Skeates, will you just in a very few words tell the Examiner about the falling off of business in the latter part of 1937?

A. May I refer to a few notes?

We had a very decided drop in tonnage starting at the end or the middle of September, and very definite in October. Our tonnage dropped from 794 ton in March to 532 ton in October. That is a combined report of steel and iron both, total.

Our tonnage dropped from 532 in October to 448 ton in November; from 448 ton in November to 386 ton in December. Our tonnage has dropped to 323 ton in January and 250 ton in February.

Q. When you use the word ton you are relating to the entire output of the foundry; is that correct?

A. Yes, sir, those figures are the combined tonnage of the steel and iron foundry.

Q. Are those in thousands or hundreds?

A. Hundreds.

Trial Examiner McCarthy: What was that again?

Q. (By Mr. Seyfarth.) Were they in thousands or hundreds?

A. Tons—hundred tons.

Q. (By Trial Examiner McCarthy.) Well, in 1442 February was it 250?

A. 250 ton.

Q. 250 tons?

A. Yes, sir.

Q. (By Mr. Seyfarth.) Do you know Paul Bozurich?

A. Yes, sir.

Q. Did you hear Mr. Bozurich testify, Mr. Skeates?

A. No, sir.

Q. Mr. Bozurich testified that while he was with one Markow and one Frank Kohler near the cupola and also in the presence of the crane man that you came over and tried to look at certain cards that were in the hands of some of those present. Do you remember the occasion?

A. Yes, I remember the occasion, yes, sir.

Q. He also testified that you stated, "What are you fellows trying to do?"

Did you ask that question?

A. No, sir.

Q. Will you tell the Examiner briefly what transpired on the occasion when you came to the cupola and saw the man that I have mentioned?

A. I used to at that time make up the heat for the daily heat or order to the cupolas. The cupolas are located in the central part of the foundry. We have a blackboard there. It is not a board. It is part of the framing protecting the cupola men painted black, 1443 and we mark on there the tonnage for the day to be charged and the distribution of the iron. I mark that board up after 12:30. When I was going down to this particular board I noticed Paul and two or three others standing in a group in front of these two cupolas.

Q. (By Trial Examiner McCarthy.) What time of the year was this, can you tell approximately?

A. Well, I don't know exactly, but it was the early part of '37. Possibly it was in May or June, somewhere in there. I am not definite on that.

After I had marked the board, which took me probably a minute or two, in walking back to the center of the aisle these fellows were still standing there, and I just simply said, "Break it up," and I remember Paul made some remark and laughed about it, and Markow made some remark and laughed about it. What they were talking about I don't know.

Q. (By Mr. Seyfarth.) At that time did you use any foul or obscene language whatsoever?

A. I don't believe so.

Q. Did you make any reference whatsoever to the C. I. O.?

A. No, sir.

Mr. Seyfarth: Mr. Reporter, will you mark this sheet entitled "Steel cleaning room," Respondent's Exhibit 6 for identification;

This sheet, entitled "Iron Floor," Respondent's
1444 Exhibit 7 for identification;

This sheet, entitled "Core Room," Respondent's Exhibit 8 for identification;

This sheet, entitled "Apprentices," Respondent's Exhibit 9 for identification;

This sheet, entitled "Carpenters, Pattern Storage, Janitors, Gaggerman and Office," Respondent's Exhibit 10 for identification;

This sheet, entitled "Charging Floor and Cupola," Respondent's Exhibit 11 for identification;

This sheet, entitled "Sprocket Floor," Respondent's Exhibit 12 for identification;

This sheet, entitled "Bench Floor," Respondent's Exhibit 13 for identification;

This sheet, entitled "Machine Floor," Respondent's Exhibit 14 for identification;

This sheet, entitled "Steel Floor," Respondent's Exhibit 15 for identification;

This sheet, entitled "Iron Cleaning," Respondent's Exhibit 16 for identification;

This sheet, entitled "Night Shakeout," Respondent's Exhibit 17 for identification;

This sheet, entitled "Convertor," Respondent's Exhibit 18 for identification; and this sheet entitled "Pattern Shop," Respondent's Exhibit 19 for identification.

1445 (Thereupon, the documents above referred to were marked as Respondent's Exhibits Nos. 6 to 19, both inclusive, for identification.)

Q. (By Mr. Seyfarth.) Mr. Skeates, I hand you Respondent's Exhibits 6 to 19, for identification, both inclusive, which I shall clip together, and ask you to state for the record what they are.

A. These are the employees of the various departments in the foundry from the 1st of October, 1937, showing the man's number, name, occupation, date of hiring and the date laid off, if laid off, or still working.

Q. Is there a sheet there for every department in the foundry?

A. Every department in the foundry.

Q. Did you have the information thereon obtained for the purposes of facilitating matters at the trial?

A. No, I have had that sheet showing—I have always kept records of those kinds, showing the employment date, and when it was necessary to use a seniority date they were very effective for that purpose.

Q. Is the information contained on these sheets accurate and correct?

A. Yes, sir.

Mr. Wham: What was 6 and 7?

Mr. Seyfarth: I will give you copies, Mr. Reynolds and Mr. Wham.

1446

6 and 7 are steel cleaning floor and iron floor, respectively.

I will leave this copy with you, Mr. Skeates, so that you can make reference to it during the course of your testimony.

Q. (By Mr. Seyfarth.) Now, Paul Bozurich testified that on 2 p. m. of November 9, 1937, you said to him, "I am sorry, but due to slack times I will have to lay you off. It is the order of my boss and you and one other are the youngest in the department and you will have to go first."

Is that substantially true?

A. Up to the point where you refer to the order of my boss it is true. I had no orders from my boss to lay him off. I laid Paul off and one other man in his department because we were not getting an amount of work required to keep us busy. Slack work.

Q. Well, you were your own boss, weren't you?

A. Yes, sir.

Q. Did Paul Bozurich at that time say, "How about the other fellow?" meaning the other man that had been laid off with him?

A. No, sir.
Q. And did you state to Paul Bozurich that that was up to the boss?
1447 A. No, sir.
Q. Did you at that time tell Bozurich that there was nothing wrong with his work?
A. I may have told Paul that his work was satisfactory.
Q. Did you tell Bozurich at that time that the C. I. O. had nothing to do with his being fired, "And sooner or later the A. F. of L., C. I. O. or the independents will be here, and I would rather fire some of those suckers at the southern end of the floor"?
A. Paul asked me if—
Q. Just a minute. Did you state that to Mr. Bozurich?
A. No.
Q. Now, do you want to explain?
A. Part of the conversation. Paul asked me if being a member of the C. I. O. had anything to do with his being laid off, and I said no.
Q. As to the rest of the conversation you deny it?
A. It never occurred.
Q. Now, what was Bozurich's job in the foundry?
A. Bozurich was hired in '36. May I refer to this?
Q. Yes, go right ahead.
His name appears on what sheet, Mr. Skeates?
A. The second sheet of this file I have, headed "Iron Floor."
Trial Examiner McCarthy: Identify it for the record.
The Witness: Respondent's Exhibit 7.
1448 Mr. Seyfarth: All right.
The Witness: Paul Bozurich was hired on the 22nd day of April, 1936. He was hired as a floor moulder.
Q. (By Mr. Seyfarth.) Now, how many men did you lay off from the iron floor?
A. At that time?
Trial Examiner McCarthy: Have you got an extra copy of that exhibit?
Mr. Seyfarth: No, I haven't.
Mr. Reynolds: You may look at mine.
Mr. Wham: You may have this. I don't need it.
Trial Examiner McCarthy: I would like to mark it up. Thank you.
Q. (By Mr. Seyfarth.) How many men did you lay off on November 9, 1937?

A. I laid off two men on the iron floor. I laid off—

Q. Just a minute. We are limiting our conversation now to the iron floor.

A. I misunderstood the question.

Two men.

Q. Had you laid off any men on the iron floor previous to that time?

A. Yes, sir.

Q. How many men did you lay off?

A. Three.

1449 Q. Did you take them in accordance with the date on which they had been hired by the Link Belt Company?

A. Yes, sir.

Q. Now, Bozurich testified that he worked at the south end of the grey iron floor at the outset; is that correct?

A. Yes, sir.

Q. Did you have occasion to transfer him to what was known as the sprocket room, also referred to in the record as the side room at any time?

A. Yes, sir.

Q. Will you tell the Examiner briefly the occasion for the transfer?

A. Bozurich was working towards the south end of the big floor. He was working on a job that took a 20 by 20 flask, it could be made in a round flask also, a light casting, weighed around 20 pounds. He worked there on that job for a few weeks, and about that time we received an order, a large order for, say, around 200 pieces of a large casting weighing around eight or nine hundred pounds, which was made in a considerably larger flask, about 44 by 60. It required a lot of space to lay these moulds down. We moved Paul in on the small bay just at the end of the sprocket floor with the pattern and with the equipment he was making. It was not necessary to use a crane on the job, but there was a small two ton crane available if he needed it. We also moved other moulds at
1450 the same time from that section of the floor to make room to set down these larger moulds.

Q. Was that in any respect an unusual operation or transfer?

A. No, we would move. There was no moulder told "Here is your definite floor." He was moved back and forth within his department, depending on the flask equipment or the size of the flask or the height.

Q. Now, you testified that these castings weigh about

25 pounds. Is that accurate; that there worm gear castings weigh approximately 25 pounds or more?

A. I would say around 20, 30 pounds, in around there somewhere.

Q. You also stated that this moving from the south end of the grey iron floor to the sprocket floor took place how long after Bozurich was working for the Link Belt Company?

A. Well, he might have been there five or six months.

Q. You don't know exactly, do you?

A. No, I don't.

Q. Now, was the operation of making the worm gears transferred entirely to the sprocket floor, or was it part on one floor and part on the other?

A. The complete job, the pattern and the flask equipment, was simply moved over a few feet to give us more room on the big bay, in which we had more available space.

We also had to move a lot of flask equipment off of
1451 that spot to make this room.

Q. How many feet would you say that Bozurich was moved?

A. Well, if you take it from south to north, he was probably moved 25 feet. If you take a direct move from east to west, he was probably moved 5 feet. The floor runs north and south. They are also under the same foreman's supervision. He didn't move from the department.

Q. Now, had you received a much larger order for these worm gears—

A. Yes, sir.

Q. —than first anticipated?

A. Well, when the job first started we made as high as 50 on an order. Then we received the order that Paul was working on. It was 200. Before we had completed that order we received an order for 2,000.

The equipment was probably all right for small amounts. We were only getting 8 a day, that was about one an hour, and so we decided that wasn't enough, so we changed the method. We made a new pattern and changed the method of moulding and we raised our production to about 25 castings in five or six hours; and we then needed more space to let these 25 moulds down, and I changed moulds.

Q. Let me ask you, Mr. Skeates; did you have any notion whatsoever that there was going to be a slackening in work at the time that you put Bozurich on the op-
1452 eration of making worm gears?

A. No, I had no idea.

Q. As a matter of fact, your business had increased at that time, hadn't it, due to the fact that you received approximately an order for 2,000 worm gears?

A. Well, I have got some records here showing the time Paul was working on that job, and that was in March and we were very busy.

Q. Did you put Bozurich to work on making worm gears because he was a member of the C. I. O.?

A. It wouldn't make any difference to me what the hell members they were, of any Union. I was there to get work turned out, and if I want to give a moulder a job, I give it to him regardless of what Union or any Union.

Q. Mr. Skeates, did you move Bozurich this 20 feet because he was a C. I. O. member?

A. No.

Q. Do you recall Bozurich being transferred to another part of the grey iron floor after he had been working on the worm gears?

A. Well, that grey iron floor is in the center bay of the foundry and we move moulders up and down.

Paul was moved from the south end of the floor up to the north end at the time we started tearing the building down. We had to group the men and make room for
1453 these workers, and they were all shifted back and forth.

Q. Would you say that Bozurich's work in the side room ceased when the operation of making the worm gears ended?

The Witness: Will you read that question?

(Question read.)

The Witness: Yes, sir. He was moved back into the center bay five feet from where he was working and probably 35 or 40 feet north.

Q. (By Mr. Seyfarth.) The reason for his being moved 35 or 40 feet north would you say was the fact that there was a remodeling or building job going on?

A. Yes, sir.

Q. And it was for the convenience of the production and the men who were engaged in working in the grey iron foundry?

A. Well, it was either a question of sending the men home for a space to work in or move them up and group them closer together, and I took that stand.

Q. Now, Mr. Skeates, during these so-called moves was Mr. Bozurich under the supervision of the same foreman?

A. Yes, sir.

Q. Who was that foreman?
A. Bill Morley.
Q. (By Trial Examiner McCarthy.) All the time?
A. Yes, sir.
Q. (By Mr. Seyfarth.) What was the reason for
1454 Bozurich's lay off?
A. Shortage of work.
Q. Was there a shortage of work in the operation performed or usually performed in the grey iron floor?
A. Well, there was a general shortage of work in tonnage in the foundry. I laid men off in the core room and I laid men off in the iron floor. Drop of tonnage.
Q. Now, a man by the name of Gus Larson was laid off at the same time as Bozurich; is that right?
A. Yes, sir.
Q. Do you have the record there before you?
A. Yes, sir.
Q. When did Larson start to work?
A. The 19th of May, '36.
Q. What was his occupation?
A. He was a floor moulder.
Q. Now, Mr. Skeates, does a bench moulder perform a similar or a dissimilar operation than a floor moulder?
A. Decidedly so, yes.
Q. Decidedly similar or dissimilar?
A. Dissimilar.
Q. Will you tell the Examiner about that, please?
A. Well, a bench moulder works on small patterns. He uses no flask excepting a wooden flask which is a model, and he sets bands in to frame the mould. There is
1455 no flask equipment required on the bench floor. He may have all shapes and designs. The sand that a bench moulder uses is decidedly different than a floor moulder. There is a different method of gating, there is a different of pouring.

Aside from using sand and iron, that is the only thing similar on the two operations.

Q. During your experiences in the foundry have you had occasion to observe the relationship between long continued employment at one certain job and the general efficiency of a man?
A. Yes. I have always felt that if a man works on one particular pattern or job he certainly becomes more efficient than if he is changing jobs and changing patterns.

I believe that is the question, isn't it?

Q. Did you ever know Bozurich to be a bench moulder?
A. Not to my knowledge.
Q. Now, might you have laid off some bench moulders to make room from Bozurich?
A. Well, no. I wouldn't lay off a bench moulder to put a machine moulder or a floor moulder or another moulder into his job; lay that moulder and then have to maybe spend a year or so in trying to make a bench moulder out of somebody.
Q. Would you say that that would disrupt your production?
A. Absolutely.
Q. It would be putting a strange man at a strange
1456 job, wouldn't it, as far as you were concerned?
A. Yes, sir.
Q. Now, did you ever see Gus Larson after that time that you laid him off on November 9, 1937?
A. Yes, sir.
Q. When did you see him next?
A. Three or four weeks after he was laid off Gus Larson came in and asked me for a job. I told him there was no work available for moulders.
He said, "Have you got any kind of work for me?"
I said, "I can give you a job as a laborer on the bench floor." And I hired Larson as a laborer at a laborer's rate of pay: He was originally—
Q. What is the difference in the rate of pay between a bench moulding job and a laborer's job?
A. The hiring rate of pay of a laborer, common laborer in a foundry, is 56 cents an hour. We have bench moulders getting as high as 80 cents an hour.
Q. Did Larson when he was hired as a laborer receive the going rate for laborers?
A. Yes, sir.
Q. Did you have any discussion with Bozurich subsequent to the lay off? After the time he was laid off, Mr. Skeates, did you have any talk with him?
A. No, sir.
1457 Q. That was the last time that you saw him, in the foundry?
A. In conversation, yes.
Q. Yes. Now, Mr. Skeates, when you rehired Mr. Larson did you know of any Union affiliations that he had?
A. None whatsoever. No, I didn't know what Union, if he belonged to any.

Q. Did you rehire Gus Larson because he was a member of any particular Union group?

A. No, sir, I don't know if he is a member or if he was a member?

Q. Now, do you know Stanley Balkauski?

A. Yes, sir.

Q. Balkauski testified here. Were you present during the time he testified, Mr. Skeates?

A. Yes, I was.

Q. Do you recall his testimony that on November 8, 1937, at about 25 minutes to 10 you said to him, "I got the order to tell you not to collect on your own time, or on company property"?

A. I didn't have any orders. I told him.

Q. Well, did you ever tell him not to collect dues on company time?

A. Yes, sir.

Q. Did you mention anything about his collecting dues on his own time?

1458 A. No, sir.

Q. By his own time would you mean noonhours and previous to coming to work and after leaving work?

A. Yes, sir.

Q. You don't care what the men do then, do you?

A. Not interested.

Q. Did you say to him that "The independents are collecting, and if I catch either of them I will fire them."

Mr. Wham: Just a minute. I want to object to that question as being a double question which couldn't be answered yes or no.

Trial Examiner McCarthy: Break it up.

Q. (By Mr. Seyfarth.) Did you state to Mr. Balkauski, "The independents are collecting, and if I catch either of them I will fire them"?

A. No, sir.

Q. What did you state?

A. He told me that the independent union was collecting dues on company time. I said, "It don't make any difference to me if it is C. I. O., independent, or A. F. of L. If I catch them collecting dues on company time I will warn them first, and if I catch them the second time I will fire them."

Q. Now, Balkauski stated that on November 17, 1937, you told the foreman to give him a job wheeling sand and later that afternoon you laid him off and you told

1459 him that you were sorry and if you got more work you would call him back. Is that in substance true?

A. I didn't tell the foreman to give him a job wheeling sand. It was my policy if we run out of work in the core room and needed new sand brought in I gave the man an opportunity to finish his day's work without sending him home.

Now, that is part of the first question.

Q. Yes.

A. He might have been in that. I didn't say "Give Balkauski," or anybody else.

Q. Is it possible that that happened?

A. Yes, sir.

Q. Balkauski also stated that on one occasion you gave him a raise of 44 to 50 cents an hour; is that right?

A. Yes, sir.

Q. Did you deem Balkauski an efficient workman?

A. Well, when I hired Balkauski I made an agreement with him that I would pay him so much, and after a few week's work if he was satisfactory I would give him more money; and I gave him more money.

Q. That was pursuant to your original promise to Balkauski?

A. Yes, sir.

Q. Now, where did Balkauski work?

A. He worked in the core room.

1460 Q. Will you state for the Examiner and for the convenience of the attorneys here on what page the employees of the core room appear?

A. Number 8.

Q. That is Respondent's Exhibit No. 8, is that right?

A. Yes, sir.

Q. When was Balkauski hired?

A. The 4th of May, 1936.

Q. His name is the twelfth from the top of the list, is it not?

A. Yes, sir.

Q. And when was he laid off?

A. The 17th of November, 1937.

Q. Now, was anyone else laid off on the same day that Balkauski was laid off?

A. Five others.

Q. And their names appear on the list, do they?

A. Yes, sir.

Q. B. Kritz was laid off on the same day as Balkauski; isn't that correct?

A. Yes, sir.

Q. When was he hired?

A. The 4th of May, 1936.

Q. That is the same day on which Balkauski was hired?

A. Yes, sir.

1461 Q. Now, Balkauski in the course of his testimony stated that one Stanley Marsh was hired subsequent to the time he was hired and worked until a week ago.

Will you tell us how far from the top Stanley Marsh's name appears?

A. Stanley Marsh is the seventeenth name.

Q. Acording to your records when was Stanley Marsh hired?

A. 3rd of March, 1936.

Q. Was that prior to or subsequent to the date Balkauski was hired?

A. Prior.

Q. What was the date of Marsh's lay off?

A. 10th of March, 1938.

Q. Now, did you observe the hiring date in determining which men were to be laid off in this core room?

A. Yes, sir.

Q. You made no deviation from that, did you, Mr. Skeates?

A. No, sir.

Q. Did you make any exception to that whatsoever when you kept Norman Parker, a core maker, who was also mentioned in Balkauski's testimony, on the payroll?

A. Norman Parker is not a core maker.

Q. Isn't he so designated here on your list?

A. Well, I can explain Norman Parker.

Q. Well, go ahead and explain.

1462 A. Norman Parker is a young chap that was attending the University of Michigan, and in the summer of 1937 he applied for work during the summer vacation. At the end of the summer vacation he thought he would give up school and would like to stay on as an apprentice. I told Norman Parker that he could stay on in the core room as a candidate for apprentice; if he proved satisfactory I would assign him to the apprentice list.

Norman Parker was never a core maker. He acted in the capacity of a laborer and he cleaned up and he painted cores; that is, he white washed and blackened cores and pasted cores.

Q. What was his rate of pay?

A. He was getting 50 cents an hour.

Q. What was the going rate of pay for a core maker?

A. Well, it run from 61 to 68 and as high as 90 cents an hour.

Q. Now, some reference was made to the fact that Parker's father was an attorney. Is that the fact? Do you know or don't you know?

A. Well, I didn't know until I heard it mentioned in this room.

Q. Then you made inquiry; is that right?

A. Yes, sir, I tried to find out who the lawyer was.

Q. Who was the lawyer?

A. Well, I understand he is on the firm of the
1463 patent lawyers for the Link Belt Company.

Q. He is a patent lawyer for the Link Belt Company?

A. Yes, sir.

Q. Now, what has been the practice of the company regarding the hiring of university men?

A. Well, they hire a lot of students every summer. During the vacation we have had as high as 50 or 60 during the summer vacations.

Q. What is the purpose of hiring them during the summer vacations?

A. Well, at the end of their school term they may be fit to apply and go into the plant as apprentices.

Q. Do you observe them with reference to making permanent employees out of them?

A. Not at the time they are employed in the shop. They may eventually become employees.

Mr. Seyfarth: I don't believe you understand my question.

The Witness: I don't think I do either.

Mr. Seyfarth: Will you read it again?

(Question read.)

The Witness: No.

Q. (By Mr. Seyfarth.) Is it or is it not the policy of the company to get specialists in the field of foundry work?

A. To get specialists?

1464 Q. Yes.

A. Yes, sir.

Q. And to train them?

A. Yes, sir.

Q. Would you say that the purpose of hiring young university men during summer vacation is for the purpose of some day training them to fit into jobs in the Link Belt Company?

A. Yes, sir. I said that in the event when they finish

their school they take up—some of them come back in the plant as apprentices.

Q. Now, when did you hire Norman Parker?

A. The 21st of June, 1937.

Q. When you hired him did you have any knowledge that he would continue his employment subsequent to the ending of the summer vacation?

A. No, sir.

Q. What is the fact about his going back to school that year?

A. Well, when the vacation period was over he just didn't leave, and I asked him what he was going to do, when he was going back to school. I knew that school was opening up soon.

He said, "Well, I don't know if I like school so much. I think maybe I would like to stay and learn the foundry work. I would like to go in the apprentice course."

1465 And from that point on I treated him as an applicant for apprenticeship.

Q. You didn't treat him as a core maker from that time on?

A. No, sir.

Q. Now, had the name of Norman Parker been—strike that.

Had Norman Parker not been working for the Link Belt Company on November 17, 1937, how far down the list would you have got in laying off your men?

The Witness: Read that question, please.

(Question read.)

Q. (By Mr. Seyfarth.) On November 17, 1937.

Well, you would have moved down one place, wouldn't you?

A. Yes. I was trying to think. The thing had me stumped for a minute.

I would have moved just one more man down.

Q. That would have taken Balkauski in any event, wouldn't it?

A. Yes, it would have taken down to 28.

Q. Now, at the time Balkauski was laid off did you know of his membership in any Union organization?

A. That was on the 9th of November.

Yes, I knew he was a member of a Union.

Q. Did that have anything to do with your laying him off at that time?

A. No, sir.

1466 Q. Did you make any exception whatsoever in laying off Balkauski?

A. No, sir. I went by their seniority rights, and that was the only thing I went by.

Q. Do you know John Kalamarie?

A. Yes, sir.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Is this list prepared by seniority?

A. Yes, sir.

Q. For seniority purposes?

A. Yes, sir.

Q. It is not clear to the Examiner. A man is hired at the Link Belt plant for a special job. Does he get his seniority on that job or on the general list?

A. In the department he works in.

Q. I think Paul Bozurich's point was that he was a moulder and his seniority on the moulder's list would be different than what it actually worked out. Is that correct, or can you explain where he is right or is he wrong?

A. In the iron foundry we have—

Q. Of course, his point is that breaking up into different departments is not the usual practice in the foundry business.

A. Oh, yes.

Q. He says he has been in the business since 1916.

1467 Well, I can see that you are the superintendent of one department—

A. The foundry.

Q. —and you have charge of the hiring and firing of these men.

A. Yes, sir.

Q. Why is it necessary to break it up into departments then? Is there any advantage or disadvantage in that procedure?

A. Yes, sir. Any foundry is made in a group of departments of different classification of work under different foremen, and that was the basis of my seniority list; that you can't make a core maker a moulder and you can't make a moulder a core maker—

Q. I can see that.

A. —or a bench moulder or a floor moulder or machine moulder without a great deal of experience; and then disrupting the morale of the department, firing one man and placing another man.

Q. It would seem to the Examiner that this list would be a little simpler if all the core makers in, let us say, the core room, were together.

A. They are, sir.

Q. Well, for instance, in this list you have here a man by the name of Plagge as a laborer and sand mixer.

A. Well, he mixes the sand, the core sand for the 1468 core makers in the core room.

Q. You see, my point is, if you had a list of core makers that all do the same kind of work—

A. Yes, sir.

Q. Leave out the laborers, the crane operator, laborer on the oven, the oven tender. I want to know why you have got those included in the list.

A. Because the charge of the department—those laborers and crane men are charged to that department's operation.

Q. But when it comes to lay off they have a different status, do they not?

A. In their department?

Q. Yes.

A. Yes, sir, by their department.

Q. Do you see my point?

A. Yes, sir, I understand. Take that man you mentioned. He is listed as a laborer sand mixer. Well, even in the class of a laborer, I couldn't go to this other floor and pick up a laborer and put him in on his job without some training on that job.

Q. Well, does he have seniority?

Well, he happens to be laid off now, but he only has seniority—

A. As a laborer in that department.

Q. —with three other laborers in that department?

1469 A. In that department, yes, sir.

Mr. Seyfarth: May I proceed, Mr. Examiner?

Trial Examiner McCarthy: Yes, proceed.

Direct Examination (Continued)

Q. (By Mr. Seyfarth.) You say you are acquainted with John Kalamarie?

A. Yes, sir.

Q. Whereabouts does his name appear on your employees list?

A. Respondent's Exhibit No. 6, the first sheet.

Q. The first sheet?

A. Yes, sir

Q. How far down?

Trial Examiner McCarthy: The second from the top.

The Witness: Yes, sir, second name from the top.

Q. (By Mr. Seyfarth.) When was Mr. Kalamarie hired?

A. He was hired the 11th of November, 1935.

Q. And when was he discharged?

A. The 30th of November, 1937.

Q. Excuse me; I meant laid off; not discharged.

A. Yes, sir.

Q. Now, when he started his work do you know what he did?

A. Yes, sir. He was hired as a laborer.

Q. How long was he a laborer.

The Witness: May I refer to my notes?

Trial Examiner McCarthy: Yes.

1470 The Witness: Well, the closest I could say was about around March or April of 1936. Then he broke in as a cutting man or a torch man.

Q. (By Mr. Seyfarth.) A cutting man or a torch man is otherwise known as an acetylene burner, is he not?

A. Yes, he could be.

Q. Now, how long was he a cutting man?

A. He was working on the cutting off crew until around either the latter part of July or the early part of August.

Q. Do you know whether or not at that time he asked for a different job?

A. Yes.

Q. What is the fact of that matter?

A. Well, his foreman came down to me and he said that—

Q. Who was his foreman?

A. His foreman at that time was Ed McKinney.

Q. What did he say?

A. He said, "We are running out of cutting off work," and Kalamarie had applied to him to be broken in as an arc welder, and I told Ed that if he was satisfied that he could break him in as an arc welder it was all right with me. And at the same time he asked me if I thought I could maybe in time fix him up with a little more money.

Q. How long did he work as an arc welder?

A. Well, he worked from around that time until he
1471 was laid off. He was laid off the 30th of November, 1937.

Q. Now, what operation does an arc welder perform?

A. The arc welder performs the operation of arc welding—welding steel castings.

Q. Does he use electricity in the operation?

A. Yes, it is all electricity. He gets all his power or juice from a motor into his arc and it is formed. He heats the rod through the arc and deposits metal into cracks or cavities that we don't like.

Q. There is a distinction, is there, Mr. Skeats, between an arc welder and a gas welder?

A. I always considered them in the sense of two different trades or jobs.

A gas welder is a welder who uses the acetylene torch and oxygen and acetylene to make his weld. He heats the casting and applies the rod or heats the rod into heated metal in replacing a broken section of a casting or building it up.

Q. Does it take a different degree of skill or practice to be a gas welder than an arc welder, and vice versa?

A. Well, all our gas welders are able to arc weld, but our arc welders are not able to gas weld.

Q. Now, would you say that a man who is a gas welder and hence an arc welder is more valuable to you than a man who is just an arc welder?

1472 A. Oh, yes, sir.

Q. Will you explain in just a few words for the benefit of the Examiner how that comes about?

A. Well, if a man was an arc welder and didn't know anything about gas welding, he just couldn't operate a gas welding machine. All of our gas welders have had a great deal of experience or they were boosted from arc welding to gas welding with acetylene and oxygen. It is an entirely different tool.

Well, that is about the explanation, I guess. One of them you heat your arc through metor power and you deposit metal, hot metal on the castings in building up and filling up holes or closing up cracks. The other one you heat your rod through the gas, acetylene and oxygen, and preheat your casting first, and it is much more difficult.

Q. Much more difficult?

A. Yes, sir.

Q. To be a gas burner or a gas welder?

A. Gas welder. And practically all our gas welding is done on iron. There is very little gas welding done on steel castings.

Q. But there is some gas welding done on steel castings?

A. Yes, some; but very little. We do our arc welding prior to annealing steel castings.

Q. Now, in arc welding do you heat the castings?

1473 A. No, you heat your—

Q. You heat your metal, don't you?

A. You heat your rod that you are filling in.

Q. Whereas, in gas welding you preheat the metal?

A. You must preheat your casting to certain termperatures.

Mr. Seyfarth: I see it is 12 o'clock.

Trial Examiner McCarthy: Yes, just a minute. Coming back to this exhibit, it is not clear to the Examiner just how this list is made up.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) The Examiner notices that, for instance, on the steel cleaning room—

A. Yes, sir.

Q. —a truck driver by the name of Kalina was hired November 22, 1936, and was laid off.

As I undstand it, you hire and fire men by the classification of their work.

A. Yes, sir. He comes under the heading of laborer. He is a skilled higher degree laborer. These trucks that we refer to here are gasoline trucks.

Q. Here is my point, Mr. Skeates. When it comes to lay offs, how do you determine whether that truck driver is to be laid off? It seems to me he is the only truck driver on the cleaning floor and, being the only one, he would be probably one of the last men to leave.

1474 A. We have one left.

Q. Is there one below?

A. There is another sheet on the iron cleaning floor in which there is also a truck driver. We had two truck drivers.

Q. You mean the next sheet over?

A. No, sir. I will find it for you.

Mr. Wham: That would be No. 7, would it, or would it be No. 6?

The Witness: The heading is Iron Cleaning Room.

Trial Examiner McCarthy: Iron cleaning?

The Witness: It is No. 16. C. Engstrom was hired on October 19, 1928.

Q. (By Mr. Seyfarth.) How far from the top of the list does his name appear?

A. Well, let us count it from the bottom. It is the tenth from the bottom.

Q. That is C. Engstrom?

A. Yes, sir.

Q. Were you able to combine the truck drivers' activities in both departments?

A. Yes, sir, with the low tonnage.

Q. (By Trial Examiner McCarthy.) So when the work slackened Engstrom could do the work for both of them?

A. Yes, sir, with the decreased tonnage.

Mr. Seyfarth: May we have an adjournment?

1475 Trial Examiner McCarthy: Yes. Let us make it one thirty.

Mr. Seyfarth: Very well.

(Thereupon, a recess was taken until 1:30 o'clock p. m.)

1476 After recess.

FRED B. SKEATES, a witness recalled by and on behalf of the Respondent, Link Belt Company, being previously duly sworn, resumed the stand and was examined and testified further as follows:

Direct Examination (Continued).

Q. (By Mr. Seyfarth.) Now, at the recess, Mr. Skeates, you were telling us about arc welders and gas welders and degrees of skill necessary to be an arc welder or a gas welder.

Now, I ask you to examine your list of employees, on the sheet on which the name of John Kalamarie appears, and I will ask you if there were any other arc welders laid off either on the same date as Kalamarie or prior thereto?

A. Yes, sir, there was one other man who was classed as an arc welder, a man named Novak. He was laid off practically the same time, or one day prior to Kalamarie.

Q. He was laid off one day previous to Kalamarie?

A. Yes, sir.

Q. When was he hired?

Q. He was hired on June 22, 1936.

Q. Now, at the time of Kalamarie's lay off was there any other arc welder in the foundry?

1477 A. There were two other welders. They were combination welders.

Q. Who were they?

A. S. Diskis, whose name appears third on that same sheet—

Q. When was he hired?

A. He was hired on the 22nd of June, 1936.

Q. When was he laid off, if you know?

A. He was laid off the 5th of January, 1938.

Q. Is it the fact that this man had more of a utility to you than Kalamarie?

A. Yes, sir. If I had laid off Diskis at the time I laid off Kalamarie I would have had no gas welder; I would have had no man available that could have done gas welding. This man was capable of doing both kinds of welding.

Q. Well, since the date of his lay off, that is on the 5th of January, 1938, what have you been doing for a gas welder there?

A. Well, there is another gas welder down on the same sheet. He is the thirteenth from the bottom of that sheet, a man named Murphy. He was hired on the 28th of August, 1933. He is a gas and arc welder.

Q. Between November 30, 1937, the date of Kalamarie's lay off, and the 5th of January, 1938, did you have need for two gas welders in the steel cleaning room?

A. Well, yes. I laid off all the arc welders and kept
1478 on the arc and gas welders because if I had laid off the gas welders and held onto the arc welders, when the emergency arose I wouldn't have had a gas welder.

Q. How many arc welders, that is men who were adopted only to arc welding, did you keep, if any?

A. I didn't keep any.

Q. Is there a Joe Tomas who was classified as a gas welder?

A. Yes, sir.

Q. What sheet does he appear on?

A. His name is under the heading of iron cleaning on Exhibit No. 16.

Q. When was he hired?

A. He was hired on the 17th of August, 1936.

Q. When was he laid off, if at all?

A. He was laid off the 11th of March, 1938.

Q. Did Diskis, who was an arc and gas welder have any more—strike that.

I believe you stated in your testimony that any man who was a gas welder could do arc welding; is that right?

A. Well, any of the men we had could do—any of our gas welders had been experienced arc welders. I wouldn't say that every gas welder could be an arc welder.

Q. I am confining my question to those who work in your foundry.

A. Yes, sir.

1479 Q. (By Trial Examiner McCarthy.) Is a high degree of skill required in welding of gas—

A. Gas welding.

Q. —or with electricity?

A. Gas, especially. The arc welding is merely a form of filling up cavities in the castings; shrinkholes, or cracks. There is no finish required to it.

Q. (By Mr. Seyfarth.) Whereas, a gas welder has to piece broken parts together, does he not?

A. Yes, sir.

Q. And he has to finish them off properly?

A. Yes, sir.

Q. And would you now state that it requires more skill to be a gas welder than an arc welder?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) How long does it take to train a welder?

A. You can make a fairly good arc welder in five or six months. I believe it takes a year to make a good gas welder.

Q. (By Mr. Seyfarth.) Now, the name of one Tony was mentioned in the testimony of Kalamarie as being a burner who was hired subsequent to him, that is, Kalamarie, and who was laid off within a week or two of when Kalamarie testified. Did you know who Kalamarie had reference to when he mentioned Tony?

1480 A. It is hard to say who he meant by Tony.

Q. Well, do you know whether or not he had reference to Anthony Melcoskey?

A. Well, I know Melcoskey's name is Anthony, and he is probably called Tony.

Q. Was he in the same department as Kalamarie?

A. Yes, sir.

Q. Is he the only Tony in the department that ever does any cutting?

A. Well, if he means Melcoskey, Melcoskey was hired as a laborer, and he worked at laboring for several months

and then he was put in on burning, cutting off risers. He never done any welding.

Q. Now, where does Melcoskey's name appear on the list entitled Respondent's Exhibit 6?

A. He is the last man to be laid off on that laid off column.

Q. What is his classification?

A. Chipper.

Q. Did you know him as a chipper?

A. Yes, sir.

Q. Did he receive a chipper's wage?

A. Yes, sir.

Q. Now, Kalamarie also mentioned the name of one Stanley Kouna. Have you got his name on your list, Respondent's Exhibit 6?.

1481 A. Yes, sir.

Q. Where does his name appear, sir?

A. He is the seventh or sixth name above Melcoskey. I think that will get it quicker.

Q. How was he classified?

A. Kouna was hired as a laborer, and the day he was laid off he was paid as a laborer.

He has had some experience in burning or cutting off risers. We have had occasions when the chippers would catch up to the burners; in other words, the chippers would get up to the point where the burners were behind them, and I think at some time or other this man was used as a cutting off man. There is no skill required in that work.

Q. Would you say that both Melcoskey and Kouna were not in the classification of burners?

A. They were not experienced burners. They had nothing to do with welding.

Q. Would you say that they knew enough about acetylene burning to do a job when they caught up with the chippers?

A. Yes, sir.

Q. Or I mean when the chippers caught up with the burners.

A. When the chippers caught up with the burners, yes, sir.

Q. Was that more or less of a common practice in your foundry?

1482 A. Yes, sir.

Q. Do you suppose the foreman of the steel clean-

ing room would know exactly how much cutting or burning they did?

A. He would have a much better idea than I would about it, yes.

Q. Now, Mr. Skeates, there are times, are there not, when following the strict seniority rule, so to speak—and when I say seniority rule I mean laying off men in the inverse order in which they are hired—might work a hardship on the production methods of your foundry; isn't that right?

A. Yes, sir.

Q. Will you tell the Examiner in a very few words how that might come about?

A. Well, if we got to a point where if we had to lay off according to the hiring date or the seniority, if we had to lay off all core makers and keep on all laborers and green men in a department, we would just have to cease production in that department. Certainly we would have to hang on to some of our producers, and we would probably have to go down to the point where we would lay off the last crane man; in other words, to even up the department. That would be true also in the moulding; we would have to reach a point where you would have to lay a man off that wasn't quite as experienced as a more experienced man. Sometimes you employ a new man and he is a
1483 better worker than fellows you have had for years. But I have never reached that point yet. We have been able to stick to our seniority lists.

Q. Now, would you say that the reason why Kalamarie was laid off was that he was an arc welder and did not have the utility to you that a gas welder would have at that particular time?

A. Yes. Our tonnage had dropped to the point where we didn't require that many arc welders and we maintained men that were combination welders; arc and gas welders. Kalamarie had done no gas welding and he was not capable of gas welding.

Q. Now, did you know whether or not Kalamarie had any Union affiliations?

A. I didn't know. I had no definite reason to know. I had heard rumors that Kalamarie visited Mr. Berry at his office on one occasion, as a committee or something, but I didn't know he was a member of any Union.

Q. Did you ever ask whether or not Kalamarie was a member of any particular Union?

A. No, sir. I wasn't interested.

Q. I believe he testified that he was a member of the C. I. O. At the time of the lay off did you know that he was a member of the C. I. O.?

A. I didn't know if he belonged to any Union. I wasn't interested.

Q. That is not answering the question.

1484 Did you know he was a member of the C. I. O.?

A. No, sir.

Q. Did the fact of Union affiliation in any manner have anything to do with the laying off of Kalamarie?

A. No, sir.

Q. Now, I direct your attention, Mr. Skeates, to the cases of Mike Karobl and Nick Cumorich. Do you know those two men?

A. Yes, sir.

Q. Where were they employed?

A. They were employed in the cleaning room, night gang.

Trial Examiner McCarthy: Steel cleaning?

The Witness: Well, they are not on this list, sir. They were discharged in May.

Mr. Seyfarth: They were discharged for cause. It is only the lay offs that appears on the list.

Q. (By Mr. Seyfarth.) Why was it that Mike Karobl and Nick Cumorich were discharged, if you know?

A. Well, yes, for incompetence. They didn't respond. They didn't do a day's work. They were warned about it and they paid no attention to the warning; they just simply done as they pleased, and that is why they were discharged.

Q. Did you ever warn either of them?

A. No, sir, I didn't.

Q. Do you know whether or not an examination was made as to their labor cards prior to discharging them?

1485 A. Yes. Their foreman came down to me on two or three occasions and complained about their work. Well, I don't always take the foreman's story on a question of a man not doing the work right the first time. I want some evidence on it. I told the foreman to check on them and he came during the nights and he came during the nights and investigated their work and he had their time cards checked the next day, and the evidence showed that they weren't doing within thirty per cent of the work

that the rest of the men in the department were doing; and when I got that information I discharged them.

Q. That is, you gave your assent to the foreman's discharging them; is that right?

A. I approved it, yes, sir.

Q. Now, do you know whether or not Karobl or Cumorich or either of them ever earned any bonus?

A. I don't believe they have ever earned a bonus for work turned out.

Q. Will you tell in just a few words the Examiner what system you have there regarding bonus for extra work that was done?

A. Well, they were working on a piece work system, allowed so much to do a job. If they do in the work in less time than what they are allowed, they receive a bonus on it. All our night employees are also paid a 5 per
1486 cent bonus for night work. It is not for doing any harder work or any more work, but to compensate them for night labor. And they are also paid a bonus for overtime work. The cleaning room was working nine hours a day and paid overtime after eight hours, time and a half. Any bonus they showed on their pay checks were probably bonuses for overtime and the 5 per cent for night work.

Q. Do you know of any bonus that they received for work or efficiency performed during their working hours?

A. I don't, no, sir.

Q. And you say their efficiency, according to your examination of their time cards, was about 30 per cent of the average?

A. Yes, sir.

Q. Did you know that Mike Karobl was a member of any Union—

A. No, sir.

Q. —at the time you talked to his foreman?

A. No, sir.

Q. Did you know that Nick Cumorich was a member of any Union at the time you talked to the foreman?

A. No, sir.

Q. Did any Union affiliations that either of these men might have had have anything to do with their discharge?

A. No, sir.

1487 Q. Do you know Joe Sukorich?

A. Yes, sir.

Q. Stanley Balkauski testified that an incident occurred

with Joe Sukorich which led to your taking the two of them up to see Mr. Berry. I wonder if you will tell the Examiner in a few words about that incident?

A. This man Joe Sukorich is a core maker. He worked in the same department with Stanley Balkauski. And sometime in, I think it was August or September Sukorich asked me for a raise. Well, it was just shortly after we had given four or five horizontal raises, and I told Sukorich that the time was not ripe for any more money and I just couldn't give him a raise.

About two weeks later he came in my office in the afternoon and wanted to know why Balkauski got a raise and he didn't. I asked Sukorich who told him that Balkauski got a raise, and he said Balkauski did.

Well, I said, "Joe, you go out and get Stanley and both of you come back in here." They came into my office and I asked Stanley why he told—asked Balkauski why he told Sukorich that he got a raise. Well, he said he didn't say so.

I said, "Either one of you two men are lying." I said, "Joe, who told you Stanley got a raise?"

He said, "Stanley did."

1488 Well, then Stanley said, "I was only kidding about it." But there had been a lot of agitation in the shop, there had been some raises given at various times, and everybody thought that they should have a raise.

Well, I didn't like that idea at all; somebody going and saying that "He got a raise and I didn't," and in my impression it was just simply trying to stir up trouble.

Q. Did you then take the two men to Mr. Berry's office?

A. Yes, sir.

Q. Now, Dominick Pronsktes testified that you took him off his job as moulder's helper and put him on a job at the bench making loose castings. Is that the fact?

A. Yes, sir.

Q. At the time you put him on a different job did you have any knowledge or information that he was a member of any particular Union group?

A. No, sir.

Q. This was simply a production move, was it?

A. Well, this Pronsktes, he was hired as a helper, and he had had the previous experience over in one of the other foundries at some time as a moulder, a bench moulder, and I talked to him and asked him if he wanted to change, if he thought that he would care to go back to

bench moulding, and I considered it a move where he might better himself. I started him off and gave him a
1489 chance three or four months at bench moulding, and he came along fairly well. He is not yet an experienced bench moulder, but he got more money out of it, and it was just a move for him.

Mr. Seyfarth: You may cross examine.

Cross-Examination.

Q. (By Mr. Reynolds.) Now, a few questions about the occupations shown on these various papers. For instance, Mr. Kalamarie is shown as an arc welder. Now, it further shows that he was hired on the 11th day of November, 1935. Does that mean that he was hired as an arc welder on November 11, 1935?

A. No, sir, that is his first date of employment in the foundry of Link Belt Company.

Q. Then every time a man is shifted from one occupation to another out there his seniority starts all over again; is that right?

A. It starts in the work that he is occupying, or work that he is doing.

Q. Yes. How long have you had that system of seniority?

A. Well, we have had it since about in April or May sometime.

Q. Of this past year, is that right?

A. Yes, sir.

Q. Paul Bozurich's work you would classify as the most skilled moulder's job in the foundry, would you not?

1490 A. Yes, a floor moulder.

Q. Is it not understood that the most experienced moulder in your foundry would be able to do any of the other jobs?

A. No, sir.

Q. Any of the other moulding jobs?

A. No, sir.

Q. In the great majority of cases isn't it true that the most experienced moulder has gone through the other stages; the sprocket floor, the bench floor and the steel floor?

A. Not necessarily, no, sir.

Q. You knew that Paul had been a moulder for some 20 years or more, didn't you?

A. I knew he had been a moulder.

Q. You had his references, didn't you, from the office?

A. I didn't have them. They were on file in the employment department.

Q. Well, you knew, as a matter of fact, that Bozurich could do the work in these other parts of the moulding floor, didn't you?

A. No, sir, I did not. When I asked for a floor moulder they hired Bozurich for me.

Q. Prior to the time you laid off or discharged Bozurich you transferred a group of men who were on the grey iron floor to some other floors, didn't you?

A. No, sir.

1491 Q. Don't you ever transfer men around in the foundry?

A. The only men we transfer around from one department to another is our apprentices.

Q. Yes. Your apprentices do the same kind of work as other men in the same department where they are working, do they not?

A. They work six months in a given department. Then they move from one department to another to cover a period of four years' apprenticeship training.

Q. They are given special consideration by the company then, is that right?

A. What do you mean by that?

Q. Insofar as seniority rights are concerned, they are in a different classification than the others?

A. Yes, sir. They are not considered a productive man. We don't expect any production from these apprentices.

Q. Why did you change your system of seniority last April or May?

A. It wasn't necessary to have any seniority prior to that time.

Q. What do you mean by that?

A. Well, it wasn't necessary to follow any seniority rights. If you hired a man as an experienced moulder and he petered out on you and wasn't an experienced moulder, you didn't have to keep him.

1492 Q. Before last April you never transferred men from one place to another?

A. Apprentices, yes.

Q. That is all?

A. Yes.

Q. How about Kalamarie? He was not always an arc welder, was he?

A. Kalamarie asked for that privilege of becoming an arc welder.

Q. Didn't he also ask if he couldn't do the job or arc welder that he would like to go back as a burner?

A. Not me, no, sir.

Q. Well, as a general thing wouldn't you put a man back on a job he could do if the work ran out on a more skilled job?

A. We had no work for burning. If I had made an agreement with Kalamarie or anybody else under this condition I would have stuck to my agreement.

Q. But after he was laid off or discharged there were at least three other men in that department that did burning work?

A. Yes, sir.

Q. Three other men with less seniority than Kalamarie as far as the time of starting employment with the company is concerned; Melcoskey, Kouna and Cassani?

1493 A. Kouna and Melcoskey were not cut off men. When I said that they had some experience, it was when we were probably busy. Our cutting off has been done since then by F. Kubicke, who was hired the 23rd of December, 1912, and George Lackhouse, who was hired the 8th of May, 1934.

Now, there may have been occasions that to get enough work ahead for our chippers we might have had to take a man, but he was not kept on the job permanently for any great length of time.

Q. The fact is about your present policy that if a man is promoted to a somewhat more skilled job his seniority is lost so far as all the time he spent previous to that time?

A. No, sir. He may be changed in his own department to a higher skilled job; his seniority rights don't change. That is why I don't move them from one department to another.

Q. But his own department is what you choose to call it at any particular time, isn't it?

A. Yes, sir.

Trial Examiner McCarthy: Mr. Skeates, would you mind putting your foot down?

The Witness: I am sorry. It is a habit.

Q. (By Mr. Reynolds.) For instance, in the steel cleaning room according to your definition of a department you have got about seven or eight departments in there?

1494 A. No, sir.

Q. Well, your arc welders, that is one department; isn't it?

A. It is a special work in that department.

Q. Yes, and the seniority of the arc welders is only among themselves and not as to any other employees in the steel cleaning room?

A. That is right.

Q. And that policy has been enforced since last April?

A. Yes, sir.

Q. The laborers are another department in there?

A. Yes, sir, unskilled labor. It is not a department; it is a classification of that department.

Q. If a laborer with 15 years' seniority were promoted to an arc welder and laid off two weeks later because there was no more work for the arc welders, his 15 years wouldn't mean anything to him?

A. A laborer with 15 years' seniority wouldn't be an arc welder, because he wouldn't be a laborer 15 years.

Q. I am just speaking—

Trial Examiner McCarthy: That is just an illustration. Say 5 years.

Q. (By Mr. Reynolds.) That is my illustration. Would that be true?

A. Not necessarily, no; sir.

Q. Well, what would be done with him then if the
1495 work for the arc welders ran out and there would be no more work?

A. I think the 15 years illustration would be too great.

Trial Examiner McCarthy: Let us say 5 years. Would it be the consideration?

The Witness: Let me get this straight again.

A laborer with 5 years' seniority would be transferred to be an arc welder. When he transferred from laborer to arc welder his wages go up about 15 cents an hour.

Q. (By Trial Examiner McCarthy.) How about his seniority?

A. He goes into the seniority of the arc welders.

Q. (By Mr. Reynolds.) And if the arc welders' work ends in two weeks, he is out of a job?

A. If they what?

Q. If the arc welders' work ends in two weeks, the laborer is out of a job?

A. I don't think that we would make any change like that if we couldn't see more than two weeks' work ahead

of us. I can tell for six weeks what the production is ahead of the foundry.

Q. By what are you guided with reference to giving men vacations?

A. Years service.

Q. That has no reference to the particular job he happens to be on, does it?

A. That is a company policy, I guess. I have
1496 nothing to do with vacations.

Q. Yes. Can you show me any written company policy stating that the seniority shall be figured on the basis that you have given us here today?

A. I can't show you, no, sir.

Q. No. That is a policy that was adopted after the Independent Union of Craftsmen came on the scene and the C. I. O. was on its way out, wasn't it?

A. I don't know if that was the reason for it or not.

Q. You have got a good idea that that was the reason for it though, haven't you?

A. I don't have an idea, no, sir.

Q. Do you remember that Bozurich asked you why he was not transferred over to one of the other floors; the bench floor?

A. No, sir.

Q. Didn't say anything to that effect?

A. He didn't ask me to be transferred, no.

Q. What did he ask you?

A. He said there were other men in the foundry that were hired after he was, and I told him that that was probably true, but he couldn't go and be a core maker or he couldn't go and work in some other department because he was not skilled in that line.

Q. Didn't he say there were other moulders there with less seniority than his?

1497 A. Not in his department.

Q. You mean the grey iron floor, don't you?

A. Yes, sir.

Q. Had any of the employees ever heard of this policy of limiting seniority rights to one little segment of the moulding department or the foundry department?

A. I don't know.

Q. (By Trial Examiner McCarthy.) Didn't the man know what his rights were?

A. Well, I don't know just how to answer. I don't know if he is interested in that.

Q. I should think he would be very much interested.

A. Unless it comes time to lay off, or something. They know what their rights are as to vacations.

Q. That is a year's employment?

A. Yes, sir.

Q. (By Mr. Reynolds.) Was that policy ever announced, the policy of limiting seniority rights to one particular corner of the foundry?

A. It is not limited to any one particular corner of the foundry.

Q. Well, the grey iron floor is one segment of the foundry, isn't it?

A. Certain kinds of work.

Q. Certain kinds of work?

1498 A. Yes, sir.

Q. And the men on that floor are the most skilled in the foundry?

A. They are the most skilled in that particular kind of work.

Q. They are the most skilled moulders in the foundry; isn't that a fact?

A. Well, now, we have skilled moulders on the bench floor and the machine floor that are highly skilled in that particular kind of work.

Q. Yes, but isn't it commonly accepted in the industry that moulders on the grey iron floor represent the highest skilled labor in the foundry?

A. It depends on what kind of a foundry I should say.

Trial Examiner McCarthy: Generally speaking. I think the testimony is to that effect, that the grey iron floor was the heavy work and the highest skilled.

The Witness: That is right.

Trial Examiner McCarthy: And the sprocket and bench—

The Witness: In the classification of castings, the heavier kind of castings are made on the grey iron floor with different kinds of equipment. The equipment used on the grey iron floor or big floor as they call it in most foundries is entirely different from that used on the bench floor or machine floor, a different method of moulding.

1499 Q. (By Mr. Reynolds.) Mr. Skeates, in your experience in the industry wouldn't you say that it is a fact that you attempt to keep your most skilled and most highly trained men as long as possible if their seniority justifies it?

A. If their seniority justifies it?
Q. Yes.
A. Yes.
Q. And before last April, if your new policy commenced then, you would frequently shift a man from one spot to another rather than to lose his services entirely; is that correct?
A. No, sir, we never had to do that.
Q. Never had to before last April?
A. No, sir.
Q. (By Trial Examiner McCarthy.) How about in 1932? In that depression of '32 didn't you have a similar condition?
A. No. We went down—now, I can't speak, because I wasn't the head of the foundry.
Q. Well, generally speaking.
A. But we went down to the number of men that was required for the tonnage we had, and got down in 1932 where we had men that had been with us since 1900 and 1910 and all through there.
Q. Those men had to be laid off?
A. No, sir, they were the ones that stayed with us.
1500 Trial Examiner McCarthy: Oh, yes.
Q. (By Mr. Reynolds.) Now, are you familiar with the type of castings that Paul Bozurich made?
A. I think I am, yes.
Q. All right. Describe the different types of castings that he made.
A. That would take me all afternoon.
Q. Yes.
A. He worked on many types of patterns; sprocket wheels, worm gears, pillow block bases, caps.
Q. In other words, he did the same kind of work that will be found performed on the bench floor and the sprocket floor at times?
A. Larger type.
Q. Larger types?
A. Yes, sir.
Q. Sometimes, however, he would do exactly the same type of thing that might be done on the sprocket or bench floor; isn't that correct?
A. Not if I knew it he wouldn't, no.
Q. Why?
A. Because we would be losing money on it.
Q. (By Trial Examiner McCarthy.) Well, will you

explain that? Do you pay him more money than you pay bench moulders, for instance?

1501 A. No, bench moulding is a different type of pouring. They pour by hand, where on the floor you pour a ladle with a crane. You need a crane and you need a skimmer on the ladle, which isn't required on the bench floor.

Q. (By Mr. Reynolds.) However, that has nothing particularly to do with skill, does it? Isn't that merely a labor saving device?

A. You have a different method of making a mould on the bench floor that I don't think Bozurich knows anything about.

Q. Why do you think he doesn't know anything about it?

A. Because as far as I could find in his application, he never stated he was a bench moulder. He was hired as a floor moulder.

Q. Do you have his application?

A. No, sir, I don't.

Q. Don't you think that a man that has been around foundries for 20 years would know about all the types of work that are done there?

A. Well, he might. I don't know.

Q. If he gets to be a grey iron moulder?

A. Well, a grey iron moulder don't mean anything, as far as that is concerned. Anyone that works in an iron foundry is a grey iron moulder.

Q. Well, you knew as a matter of fact that Bozurich could do these other jobs, didn't you?

A. No, sir, I did not.

1502 Q. Didn't you have any idea judging from the type of work that he was doing whether he would be skilled enough to do the other jobs?

A. I don't see how I could form any opinion or idea from that. I couldn't transfer Bozurich to the bench floor and then lay off a bench moulder and break up the morale of the department and tie up production for doing that. He was working in a given department that we have operated for 40 years or more, and that is the set up of any foundry. Your big floor, your machine floor, your bench floor; those are separate departments within that foundry.

Q. Do you think it would have more tendency to break up the morale of your bench floor to transfer a man with more seniority from a more highly skilled job to the bench

floor or discharge your more highly skilled man and lay him off rather than to put him on a job that he can do.

The Witness: I am sorry. I didn't follow you all the way through on that.

Trial Examiner McCarthy: Read the question, back, please.

(Question read.)

The Witness: Well, I couldn't transfer the man from the bench floor to put—

Trial Examiner McCarthy: I think the question is if you transferred him from the grey iron floor to the bench floor.

1503 The Witness: No, he said transfer a man from the bench floor so that I could transfer a man from the big floor to take his job on the bench. I would have to lay the man off.

Trial Examiner McCarthy: Well, restate the question.

Mr. Reynolds: Very well.

Q. (By Mr. Reynolds.) How many bench moulders do you have?

A. Well, I can tell you very definitely. There is 14 moulders on the bench floor. About three of those are exclusively bench moulders and the rest of them are squeezer moulders.

Q. They all didn't start as bench moulders; is that correct?

A. This Pronsktes didn't start as a bench moulder.

Q. He started as a squeezer, didn't he?

A. He started as a laborer.

Q. As a laborer?

A. Yes, sir.

Q. And he was a squeezer, wasn't he?

A. No, he was never a squeezer moulder.

Q. Now, did he start as a laborer on the 28th day of April, 1936?

A. Yes, sir.

Q. How does it happen he gets credit for the time he was a laborer then as a moulder?

A. That is his original day of hire.

1504 Q. (By Trial Examiner McCarthy.) Well, this exhibit then doesn't show his seniority as a moulder?

A. That is his seniority rights in that department that he is working in as a moulder and that is his original day of hiring.

Q. As a laborer?

A. As a laborer. But he has long since been a laborer. He is now a bench moulder.

Mr. Seyfarth: Was he a laborer on the bench floor?

The Witness: No, sir.

Q. (By Mr. Reynolds.) Now, suppose some of these other men became bench moulders after Pronsktes did; he would still have seniority over them because he was a laborer before they became a bench moulder; is that right?

A. In the department he is in at present, yes, sir.

Q. (By Trial Examiner McCarthy.) Then you do take into consideration the fact that he was a laborer in his seniority?

A. Yes, sir.

Q. I thought the testimony was the reverse of that.

A. In the department he is working in. That date applies in the department he is working in there.

Q. (By Mr. Reynolds.) How about Kalamarie then? Isn't he in the chipping department?

A. He was in the cleaning room. The arc welders are stationed in the cleaning room.

1505 Q. But the cleaning room is not a department; is that right?

A. Yes, the cleaning room is a department.

Trial Examiner McCarthy: Steel cleaning?

Q. (By Mr. Reynolds.) Steel cleaning room?

A. Yes, sir.

Q. That is a department?

A. Yes, sir.

Q. And the seniority is figured in there on the basis of when the man started to work for Link Belt Company?

A. The work he was doing at the time.

Q. At the time you had these pages typewritten; is that right?

A. No, sometime in April.

Q. What date in April?

A. Well, I don't know just what date it was.

Q. When was the policy decided on? Were you in on the meeting or was the policy decided on here a week or so ago when you were fixing up a defense to this case?

A. No, sir. Every man has been laid—

Mr. Seyfarth: I object to the question.

Trial Examiner McCarthy: Sustained.

The Witness: Every man was laid off was laid off in seniority rights and we started first laying off for lack of

work on the 8th of October. That was the first lay off we had since 1930.

1506 Q. (By Mr. Reynolds.) Yes, but when did you decide on your theory of laying off?

A. As arc welders or anyone?

Q. Yes, as anything. When did you formulate your theory? You say it was in April. I want to know the facts about it.

A. I don't quite understand you, I don't think.

Q. (By Trial Examiner McCarthy.) You say that this list was made up on the work the men were doing in April, is that correct?

A. No.

Trial Examiner McCarthy: As the exhibit stands there there is no reference in the exhibit about April or what you based it on. We are trying to find out the basis for the list. It is apparently the inauguration of a new policy.

Mr. Seyfarth: Mr. Examiner, if I might interject this, the policy of following strict seniority of course came about when the Wagner Act was declared constitutional, and that is how the witness, I believe, fixes the date or states the date of April.

Trial Examiner McCarthy: He hasn't said that yet. Along about April 12th? The Wagner Act was upheld by the Supreme Court on April 12, 1937.

The Witness: That is right.

Examination by the Chair.

1507 Q. (By Trial Examiner McCarthy.) How long after April 12th did you establish this policy; a couple of days afterwards or a week afterwards?

A. Well, when I knew that it was necessary that if we had occasions to cause a lay off due to lack of work we would have to lay these men off in their seniority rights.

Q. When did you establish that?

A. When it first became necessary.

Q. It apparently became necessary after April 12th?

A. I knew at that time it would become necessary to do it, it would become necessary to follow the rights when we started laying men off due to lack of work, which was in October. I stated before that we have stuck to the seniority rights as much as we could and we have stuck to them, but where it becomes necessary if I have to lay a man off with seniority rights that was doing other work, I couldn't lay

off all of my one type of men to not lay off this man instead.

Q. I understand that, but you said in your testimony that this list was made up, if I understand it correctly, based on the type of work the man was doing in April, 1937; is that correct? I think you spoke of Kalamarie.

A. Well, I knew that in April, that it would be necessary to stick to seniority in lay off.

Q. Board's counsel asked you about Kalamarie.

A. Yes, sir.

1508 Q. He apparently started out a laborer?

A. Yes, he was originally a laborer.

Q. But in April, 1937, he was an arc welder; is that it?

A. Yes, sir.

Q. And, therefore, you are taking as the basis for his seniority his status as of April, 1937; is that correct?

You might be able to explain it.

A. In that particular case I couldn't lay off a gas welder and an arc welder and save Kalamarie.

Q. I understand that. We are not talking about lay offs now. We are talking about the base upon which you predicate your seniority rights.

As I understand it, Kalamarie was hired November 11, 1935.

A. Yes, sir.

Q. He was hired as a laborer?

A. Yes, sir.

Q. But in April, 1937, he was an arc welder.

A. Yes, sir.

Q. And you are determining his seniority—

A. In August, 1937.

Q. —from then on; is that correct?

A. In August, 1937, he became an arc welder.

Q. Then he was not an arc welder in April?

A. No, sir.

1509 Trial Examiner McCarthy: I suppose it will develop. It is not clear to me yet.

The Witness: He was a torch man, a cutting off man in April, and he asked to be assigned to the arc welding department. Well, when it become necessary to get rid of some of the welders, I simply let Kalamarie go. I would have had to lay off a torch man if I put him back. He didn't ask to be put back.

Trial Examiner McCarthy: You may proceed.

Cross-Examination (Continued).

Q. (By Mr. Reynolds.) Why didn't you put him back anyhow as long as he had his seniority as a laborer?

A. Well, I don't know if he would have gone back in there as a torch man at the time.

Q. You didn't ask him though, did you?

A. No, sir.

Q. This new policy of yours makes it very convenient for you to shift men around according to your own desires and according to how long you want to keep him in your employ, doesn't it?

A. No, sir.

Mr. Seyfarth: I object to arguing with the witness.

Q. (By Mr. Reynolds.) Then the fact of the matter is that these various occupations that you show opposite the man's name do not necessarily indicate the occupa-
510 tion the man was engaged in last April of 1937, do they?

A. No, I didn't make the list up in April, 1937.

Q. What type of welding is being done in the steel shop, the assembly shop and the machine shop?

A. I don't know anything about the machine shop or the assembly shop. I can tell you about the welding in the foundry.

Q. That is of two general classes; isn't that right?

A. Yes, sir.

Q. At the time Kalamarie was laid off there were only three arc welders in the department; is that right?

A. Two arc welders. There was an arc and a gas welder.

Q. So that when he became an arc welder in August, 1937, according to your new seniority policy he lost credit for all the time he had previously put in in some other capacity?

A. Well, he was considered an arc welder and I had no more work for arc welders.

Q. Who considered him as an arc welder?

A. I did. His foreman did.

Q. Didn't he also consider himself as a burner?

A. He might have. He was a burner at one time.

Q. Was there anything in your new seniority policy as drawn up and adopted that covered that situation, where a man was promoted to a different job, whether or not he lost his past time put in in another occupation?

1511 The Witness: Would you read that question?
(Question read.)

The Witness: Not that I know of.

Q. (By Mr. Reynolds.) Then there was really nothing to govern you as to the disposition of Kalamarie after the arc welding work gave out, was there?

A. Well, I couldn't fire a gas and arc welder in place of Kalamarie and have no gas welder left.

Q. But Kalamarie was an experienced burner, was he?

A. Well, he was a fairly experienced arc welder, and that was his occupation when it become necessary to lay him off.

Q. But he had worked considerably longer as a burner for the company than an arc welder.

A. Also as a laborer.

Q. Yes, but what I am trying to find out is what definitely was there in your seniority policy which governed that situation.

A. If we would have put Kalamarie back as a burner I would have had to lay off a burner that had much more seniority than Kalamarie did.

Trial Examiner McCarthy: We will have a five minute recess.

(A short recess was taken.)

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Reynolds.) Now, Mr. Skeates, along
1512 in December the company issued a statement of policy, did it not?

A. Yes, sir.

Q. That statement of policy in Section 8, referring to Intervener's Exhibit 10, has a reference to seniority, does it not? (Passing document to witness.)

It reads: "When new jobs are created or vacancies occur, the oldest employees in point of service shall be given preference in filling such new jobs or vacancies as may be desirable to them, so far as practicable and consistent with proper ability to perform the service required. When for any reason it becomes necessary to reduce the working force, the senior employees shall be retained with the same consideration for practicability and ability."

Now, what do you understand is meant by the reference to the senior employees?

A. Greatest in point of service.

Q. Now, is there any reference in Section 8 there to plant or departmental seniority?

A. There is a reference to practicability.

Q. (By Trial Examiner McCarthy.) But nothing about plant?

A. Beg your pardon?

Q. But nothing about departmental?

A. No, I don't read it that way.

Q. (By Mr. Reynolds.) Is it your understanding, then, is it, Mr. Skeates, that the upholding of the Wagner
1513 Act puts the construction upon the term seniority that departmental seniority shall be followed?

A. Is there anything in the Wagner Act that refers to senority?

Mr. Seyfarth: I will object to the question, if it pleases the Examiner.

Q. (By Mr. Reynolds.) Well, I asked you a while ago what was the basis for your seniority policy which has been in effect, according to your testimony, since last April, and you stated that it was the Wagner Act.

A. I didn't say anything about the Wagner Act.

Q. Well, what did you say in that regard? What was the purpose?

A. I said that we had no reasons to enforce a seniority rule until it become necessary to lay off men due to the shortage of work, and prior to that time we laid off men as to their ability and amount of work.

Q. But didn't you make some statement about your policy having gone into effect in April, 1937?

A. I said I organized a seniority list along about that time, but I had no reasons to apply this seniority list until in October.

Q. Well, on what basis did you organize or did you draw up your seniority list at that time?

A. On point of service.

1514 Q. Point of service.

A. In the department they were working in.

Q. Now, how did you make the definition of a department? What definition of a department did you make?

A. A department is a separate department under a separate, different foreman and classification of work.

Q. Then all of the men that work under a particular foreman have seniority rights according to when they started work in that particular department?

Mr. Seyfarth: I object to the question, if the Examiner please. He presupposes one foreman, the same foreman, when the witness answered not only as to foreman but classification of work. I think the question would be proper if you included in there "classification of work."

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) What is the criterion of determining a man's status; by the foreman he works under, by classification of work, or is it a combination of those two considerations?

A. Yes. In a foundry—may I go into detail?

Q. Yes. It is very important.

A. In a foundry there are different methods and different kinds of floors, and I base my seniority on service in that particular floor or in that particular department under that separate foreman.

1515 Q. Let us take electricians. The same type all through the plant, but just for purposes of illustration, let us say you had three electricians working in the foundry department and five working in another department. They do the same kind of work, but if they were departmentalized, as you suggest, then is this departmentalization a method by which a man's seniority is limited or not?

A. I am sorry you used the example of an electrician. We don't have any electricians in the foundry. They are all hired in one department, under one department, of maintenance.

Q. And they work all through the plant?

A. And they work all through the plant.

Trial Examiner McCarthy: I guess we will get to the basis, but it is not clear to me yet.

Cross-Examination (Continued).

Q. (By Mr. Reynolds.) Now, do you consider the steel cleaning room as one department?

A. Yes, sir, because steel castings have an entirely different method of cleaning than iron castings. We have two different foundries in the one building; an iron foundry and a steel foundry.

Q. Now, how many sub-departments are there in the steel cleaning room?

A. Well, there is the iron cleaning room and the steel cleaning room.

1516 Q. They are each separate departments?

A. Yes. The cleaning room proper is the place where we clean castings. We have a separate department for steel cleaning and a separate department for iron cleaning.

Q. Would a grinder in the steel cleaning room have seniority in the iron cleaning room?

A. No, sir, not any more than a steel grinder would have seniority to an iron grinder. I don't believe that a man experienced in steel grinding could do iron grinding.

Q. Isn't the work of a chipper, for instance, pretty much the same wherever he does it?

A. The work is pretty much the same but the tools are different and it is different metal that you are chipping on.

We have found it is not practical to transfer an iron chipper to the steel room or a steel chipper to the iron room.

Q. Has it ever been tried?

A. Only on occasions when work was so damn low in one department, to save men from sending them home and putting them out of work we have tried it, at a loss to production.

Q. You just can't make a steel grinder out of an iron grinder; is that right?

A. Not right away, no, sir.

Q. Well, can the laborers in the steel cleaning room 1517 do the same kind of work as the laborers in the iron cleaning room?

A. Some kinds of work, yes.

Q. Well, would you say that their seniority would extend to the iron cleaning room?

A. No, sir.

Q. Laborers in the steel cleaning room.

A. No, sir.

Q. Now, what is there you can point to in your company seniority policy which governs that situation?

A. There isn't anything I could point to.

Q. No, meeting of the supervisory force, no printed declaration, nothing except your own idea about it?

A. We haven't a specialized or separated labor group. Labor group is common labor.

Q. Do you have full authority to decide questions of seniority with reference to the foundry?

A. Yes, sir.

Trial Examiner McCarthy: I wonder if that exhibit can be changed to conform to the actual method by which the respondent determines seniority?

Mr. Seyfarth: I would like to ask him some questions on redirect, and then if it is necessary I would be glad to accommodate the Examiner.

Q. (By Mr. Reynolds.) Now, with reference to
1518 the discharge to Cumorich and Karobl. Do you know of your own knowledge that these two men had been reprimanded for poor work?

A. Yes, to the extent that the foreman told me.

Q. What foreman was that?

A. Ed McKinney.

Q. And he brought the work cards of these men to you?

A. He checked the work cards.

Q. But you didn't yourself?

A. No, sir.

Q. So you don't know what work cards he selected to make that comparison, do you?

A. Yes, I know what work card he selected.

Q. Isn't it a fact that he selected work cards of certain of the employees which were compiled under the most favorable conditions and then selected some of the cards of Karobl and Cumorich which would not represent their average output?

A. I don't think so.

Q. (By Trial Examiner McCarthy.) Who was the foreman?

A. Ed McKinney.

Q. Karobl testified that George Belov was his boss.

A. We have no foreman like that.

Q. B-e-l-o-v.

A. We have no foreman like that.

Q. Night boss.

A. No, sir.

1519 Q. (By Mr. Reynolds.) Do you have such an employee?

A. Yes, sir.

Q. Is he a straw boss?

A. He is a checker.

Q. Does he ever exercise any supervisory function?

A. No, sir.

Q. Who gives the instructions to these two men, Cumorich and Karobl?

A. The work is laid out by the day crew before they go home. These men work nights.

Q. (By Trial Examiner McCarthy.) By the day crew or the day boss?

A. The day foreman?

Q. That is Ed McKinney?

A. Yes, sir, at that time.

Q. (By Mr. Reynolds.) And Ed McKinney isn't present when they do their work then?

A. He leaves a list showing the work to be done and lays it out at the place where these men work.

Q. Isn't there anyone watching their work at night?

A. There is no direct supervision, no, sir.

Q. Then judgment of the work of these men is, you might say, indirect, based on their production cards.

A. Time cards, yes, sir.

Q. And if you took certain time cards and didn't
1520 take into account others you might have a different picture there; isn't that right?

A. You would have to take the time cards of the men working on that same crew that same night.

Q. You would have to take all the cards, wouldn't you, of the other men working in order to strike a fair average?

A. I don't know how he did it.

Q. He didn't have the power to discharge these men himself, did he?

A. No, sir, I approved his recommendation.

Q. You approved it without making any personal investigation, though, didn't you?

A. He made the investigation for me. I instructed him to make the investigation.

Q. Did you hear those men testify?

A. I heard Karobl testify.

Q. Did you hear him testify that there had been no complaint made about his work made directly to him?

A. He might have. I don't remember it.

Q. (By Trial Examiner McCarthy.) I think George Belov told him, he said, "You are working all right."

A. He might have said that. I think he was the first witness when I was here. I don't remember.

Q. What does a checker do, check piece work?

A. No. When the castings are delivered we have
1521 time cards and a route tag and the store issue or the casting issue which must be checked with the particular casting; and the time card and the tag is placed in the casting.

George Belov is also a torch man with cutting experience and he uses a truck at night, and sometimes he would take charge of the annealing oven.

Q. (By Mr. Reynolds.) Now, Mr. Skeates, that Section 8 with regard to seniority; do you know what the source of that Section on seniority was, where the company got that Section?

A. No, sir, haven't the least idea.

Q. You don't know then that it is identical with a section that—

Mr. Seyfarth: I will object to this. He has answered the question.

Trial Examiner McCarthy: Sustained.

Q. (By Trial Examiner McCarthy.) Did you have any part in the preparation of that Board's Exhibit No. 10?

A. No, sir.

Q. Who did you receive it from, Mr. Berry?

A. Yes.

Q. Would he be the proper man to ask?

A. Yes, sir.

Mr. Wham: Isn't that the Intervener's Exhibit 10?

Trial Examiner McCarthy: Yes, Intervener's Ex-
1522 hibit No. 10.

Q. (By Mr. Reynolds.) Had you ever seen that statement of the company's policy on seniority before I showed it to you?

A. This?

Q. Yes.

A. Yes, sir.

Q. When was the first time you saw it? December? The time it is dated?

A. I believe this was mailed to me at my house. I don't remember just exactly when it was.

Q. Before that time, however, you had complete authority in the foundry when any question of seniority arose, didn't you?

A. Yes, sir.

Q. So that your own policy was the company's policy so far as the foundry was concerned?

A. I worked for the company.

Q. Now, is a burner a more skilled employee than a chipper?

A. Yes, sir. Oh, no, no, I missed your question.

Q. Isn't it a fact that a burner can spoil a casting much more readily than a chipper can?

A. You mean to the extent where it is scrapped?

Q. Yes.

A. No.

Q. (By Trial Examiner McCarthy.) How are the
1523 rates with respect to pay? How much do you pay a burner and how much do you pay, ordinarily, a chipper?

A. Well, a chipper gets around 65, 68 cents an hour. A burner may get anything from 56 to 58 cents an hour.

Q. That would be the relative degree of skill that was shown in the difference in the pay rate, would it, approximately?

A. About that, yes.

Q. (By Mr. Reynolds.) Well, a laborer is certainly less skilled than a burner, isn't he?

A. I would say that.

Q. The burner, according to the company's present policy, would be laid off rather than to replace a laborer with less seniority; is that right?

A. Will you restate that question?

Q. A burner would be laid off rather than to replace a laborer with less seniority? In other words, a burner would not be sent back to be a laborer?

A. Not on the same rate.

Q. (By Trial Examiner McCarthy,) On a different rate?

A. Yes, sir.

Q. A laborer's rate; but he would be sent back, ordinarily?

A. I wouldn't send him back carrying the same rate.

Q. No, but you would lower the rate to the laborers.

A. If I could lay off a laborer that had less senior-
1524 ity rights, yes.

Q. (By Mr. Reynolds.) You mean if the burner would take the job you would put the burner in place of the laborer with less seniority?

A. If the laborer had less seniority rights, if he asked for the job I could do that.

Q. Then you do not consider the laborers and the burners in separate classifications so far as seniority is concerned?

A. The seniority has been followed in the group of burners and laborers.

Mr. Reynolds: I object and ask that the answer be stricken as not responsive.

Trial Examiner McCarthy: Strike out the answer. Reread the question.

(Question read.)

The Witness: I guess I missed the question.

The cutting off men are considered different groups of men than laborers are.

Q. (By Mr. Reynolds.) Yes, but didn't you just get

through telling me a few moments ago that you would put a burner in a laborer's job if the laborer had less seniority?

A. I didn't say I would. I say I might have done it if a burner was to be laid off and he had asked to take a drop, if he had more seniority in service, I would have to lay off a laborer.

1525 Q. Well, only if he asked to be put on a job in a smaller pay classification would you do it?

A. It depends on the number of laborers we would have in that department.

Now, some laborers are more skilled in the particular work they are doing than just a laborer that is pushing a wheelbarrow around. We wouldn't have those laborers on there before we would lay off torch men. They would be gone first.

Q. In other words, your seniority policy is very tentative; there is nothing exact about it; is that right?

A. Within departments.

Q. Within departments?

A. Yes, sir.

Q. Within the steel cleaning room, you mean?

A. Yes, sir.

Q. The same would be true among the moulders?

A. Within their departments.

Mr. Seyfarth: Does this clear up this classification matter, Mr. Examiner?

Trial Examiner McCarthy: Well, it is much clearer to me now that when he started in, but I think the exhibit, based on his testimony, is a little bit confusing. To segregate the chippers and the laborers and the grinders by their actual seniority would be a truer picture.

1526 Mr. Reynolds: Of course, I know there had been no offer of the exhibit yet, but I think the exhibit is absolutely meaningless the way it is now, because there is no basis whatever laid for its introduction.

Trial Examiner McCarthy: It would be helpful to the Board, I am sure, if the exhibit could be modified to conform to your actual practice. If there is only two arc welders in the cleaning room, the dates on which they were hired would be much clearer than just a list of all the employees, unclassified.

Mr. Reynolds: I think that even that would not be very helpful because, according to Mr. Skeates' testimony, when a man is first hired he may not be an arc welder. He may become an arc welder later. His seniority would only date, in the case of Kalamarie, according to my understanding, from last August, 1937, up until the time he was laid off.

Mr. Seyfarth: I think it must be borne in mind that a certain job has to be done in these foundries and that certain leeway must, of necessity,—

Trial Examiner McCarthy: You have to take some base.

Mr. Seyfarth: —must of necessity be granted the employer.

Trial Examiner McCarthy: You may proceed.

Mr. Reynolds: That is all the questions I have.

Mr. Wham: I may have a question or two in just a minute.

1527 *Cross-Examination.*

Q. (By Mr. Wham.) Do you know Fred Johnson?

A. I know who he is.

Q. He said he came into the foundry and you followed him all around all the time he was there. Do you remember that incident?

A. I might have done it.

Q. Why would you do that?

A. He don't belong in the foundry in the first place. I don't let any loitering around the foundry if I see it in there, people coming around from other departments talking with men and stopping them from work. If he was talking to some one in the foundry if he had no business to I probably was following him around and getting rid of him.

Q. Was there no work there for an electrician?

A. There may be cases where a machine or crane breaks down. I couldn't be following Johnson around if he was working on a crane.

Q. When did you say the company's seniority policy was first formulated?

A. Well, it was first formulated and first put into use when we had to lay men off.

Q. When was that?

A. In October.

Q. Now, isn't it a fact that the seniority policy
1528 was negotiated with the Independent Union along in May, 1937?

A. It may have been a fact.

Q. (By Trial Examiner McCarthy.) Were you at the negotiations?

A. No, sir.

Mr. Wham: That is all.

Redirect Examination.

Q. (By Mr. Seyfarth.) Mr. Skeates, you recall Kalamarie becoming an arc welder, do you?

A. I recall the time of it, yes.

Q. Do you know whether or not this was considered a promotion for Kalamarie?

A. I would consider it a promotion. It would give him more experience to go out for other work probably at some time. It was something definite he was doing.

Q. Do you know who assigned him to do the work of arc welding?

A. Ed McKinney.

Q. Do you know whether there was any arrangement between Kalamarie and his foreman about the permanency of his job as arc welder?

A. No, sir, I didn't know.

Q. Now, at or about the time that he was made an arc welder did you believe that there would be plenty of work to keep an arc welder busy in your department?

1529 A. Yes, sir.

Q. In other words, you had no idea that there was going to be a sudden drop off of business?

A. No, sir. We had a lot of work in August.

Q. But it turned out differently around November. didn't it?

A. Yes, sir, decidedly.

Q. And you didn't expect it?

A. No.

Q. Now, Mr. Skeates, did you deem that there was a separate department of arc welding in the steel cleaning room?

A. Well, it is a different kind of work. It is a separate kind of work in the steel cleaning room. The reason the arc welders are in the steel cleaning room under the cleaning room foreman is because it is steel castings and the welders or machines are set up in the steel casting room.

Q. Now, you didn't have any separate bookkeeping system for arc welders in the steel cleaning department, did you?

A. No, sir.

Q. What I am driving at is this:

Did you divide up, say, the steel cleaning room and the iron floor and all of the other sheets as represented by Respondent's Exhibits 6 to 19, both inclusive, into differ-

ent departments? Did you divide each one of these departments into sub-departments?

1530 A. No, sir.

Q. However, you recognized that there was a different type of work performed by the various men in the various departments, didn't you?

A. Yes, sir.

Q. And you recognized that in the steel cleaning room there were a certain number of laborers?

A. Yes, sir.

Q. And a certain number of chippers?

A. Yes, sir.

Q. And there were a certain number of truck drivers, weren't there?

A. Yes, sir.

Q. There were also a certain number of grinders?

A. Yes, sir.

Q. And there were a certain number of oven tenders?

A. Yes, sir.

Q. And there were a certain number of arc and gas welders?

A. Yes, sir.

Q. And there were a certain number of arc welders?

A. Yes, sir.

Q. Now, all of them put together made up your department, didn't they?

A. Yes, sir.

Q. And when they were all working together they

1531 were able to turn out the product that the steel cleaning room was supposed to turn out?

A. Yes, sir.

Q. Did you deem that you had enough men in your steel cleaning room to make separate and distinct departments out of them?

A. No, sir.

Q. Now, I call your attention to Intervener's Exhibit No. 10, Section 8, "seniority," and I call your attention to the term, "when for any reason it becomes necessary to reduce the working force, the senior employees shall be retained with the same consideration for practicability and ability." And the following paragraph, "the determination as to practicability and ability shall be made by the responsible supervisory officers or agents of the company."

Now, when you prepared your lists which are represented by Respondent's Exhibits 6 to 19, both inclusive, did

you keep in mind the fact that there was a certain degree of practicability that you were allowed in laying off men?

A. Yes, sir.

Q. Did you in any way abuse this right which you thought you had in order to operate your department for the purpose of discriminating against any union organization?

A. No, sir.

1532 Mr. Reynolds: I object on the ground it calls for a conclusion.

Trial Examiner McCarthy: Overruled.

Q. (By Mr. Seyfarth.) Was that at any time in your mind, Mr. Skeates?

A. No, sir, never.

Mr. Seyfarth: That is all.

Recross Examination.

Q. (By Mr. Reynolds.) Mr. Skeates, do the employees at the present understand that they lose all their past seniority with the company when they are promoted to a new job in their department?

A. I don't know if they do.

Q. It would be news to those men if you made that announcement out there, wouldn't it?

A. I don't know what you mean by a new job.

Q. (By Trial Examiner McCarthy.) Well, a laborer to become an arc welder. Arc welder is a new job. A laborer takes that job. Does he know that he is losing his seniority?

A. We have never been in a position where that has ever happened. I don't know how they would feel about it. If I needed an arc welder, I would request one from the employment department.

In this particular case, this man requested that he be allowed to learn arc welding, if you are referring to

1533 Kalamarie.

Q. (By Mr. Reynolds.) You think that Kalamarie understood that his seniority dated from last August as an arc welder?

A. He might have had some agreement with his foreman. I don't know.

Q. Wasn't it practicable for an arc welder to go back and do the job that he formerly did at burning?

A. He could have.

Q. Or a laborer's job?

A. He could have.

Q. It was practicable?

A. I don't think he would take from 66 cents an hour to 56 cents as a laborer.

Trial Examiner McCarthy: It is better than nothing.

The Witness: Probably so.

Q. (By Mr. Reynolds.) It was practicable though, wasn't it?

A. He could have done it, yes.

Q. Isn't that all that your statement of seniority policy calls for?

A. I don't quite understand that.

Q. Practicability and ability.

A. Yes, sir.

Q. Isn't that all that the policy calls for?

A. Well, he didn't ask to go back as a laborer.

Q. Well, did he have any choice? You told him 1534 he was laid off, didn't you?

A. He was laid off as an arc welder because we had no more work.

Q. Did you say, "Kalamarie, you are laid off as an arc welder. Do you want to go back to a burner or a laborer"?

A. I couldn't have put him back as a burner unless I laid off a burner that had more seniority than he did. He was laid off for lack of work.

Q. I think you named three burners with less seniority than Kalamarie.

A. Who are they?

Q. Melcoskey, Kouna and Cassani.

A. I said Melcoskey was a chipper; he had had some experience as a cutting off man. And who else did you say?

Q. Kouna.

A. Kouna is a laborer and only on occasions where the chippers got ahead of the cutting off men we used him as cutting off.

Q. Wasn't Cassani also a cut off man? That is what you have him described as.

A. Where is Cassani?

Q. Thirteenth man from the top.

Trial Examiner McCarthy: "Laborer, cut off."

The Witness: Well, he wasn't designated as a cut off man. He was a laborer that could step in and do cut off work.

1535 Q. (By Mr. Reynolds.) Well, Kalamarie was at least as skilled as any of those three men, wasn't he?
A. Yes, he could have done that work.
Mr. Reynolds: That is all.
Mr. Seyfarth: That is all.
Trial Examiner McCarthy: That is all.
(Witness excused.)
Mr. Seyfarth: Mr. Staskey.

S. A. STASKEY, a witness called by and on behalf of the Respondent, Link Belt Company, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) Will you state your name, please?
A. S. A. Staskey.
Q. Where do you live, Mr. Staskey?
A. 6146 South Rockwell Street, Chicago, Illinois.
Q. Do you work for the Link Belt Company?
A. Yes, sir.
Q. In what capacity?
A. Employment manager.
Q. How long have you worked for Link Belt Company?
A. Oh, 24, 25 years.
Q. What are your duties as employment manager?
A. I come under various commissions there; med-
1536 ical department, librarian, employment, welfare, safety, personnel.
Q. You are general contact man with the employees, are you not?
A. Yes, sir.
Q. Now, during the period of, say, April 1, 1937, to October 1, 1937, about how many employees did you hire?
A. Oh, I estimate between two to three hundred.
Q. I presume you took applications for employment?
A. Oh, I have taken them every day.
Q. Now, if a call came in to you for a certain type of employee, what would you do?
A. I usually refer to my file of applicants. I have always made a practice to keep what looked like material that we may be able to use.
Q. And then what would you do?
A. Well, if we had a call for a laborer, I will go over

my labor file. If I had a calle for a lathe operator, I would go over to the lathe operator file, and so forth. I classify the men with jobs that they apply for.

Q. Suppose you had a call for an employee that required a higher degree of skill, such as a floor moulder; what would you do?

A. Well, what I usually do, I go over my applicants that state that they are moulders and call them in
1537 and have an interview with them, and if they seem to have had experience in the floor work, heavy work, I would have one or two such applicants on hand, and then I would call the supervisor of that department and have a talk with that man to see if he is qualified for the job in that department.

Q. Now, have you heard any of the testimony in this case?

A. What I have heard today.

Q. You have not been down here previous to today?

A. Oh, I have been down here the other day. I have heard—

Q. Did you hear Cousland testify?

A. No, sir.

Q. Did you hear Mr. Abbott testify?

A. No.

Q. Do you know Cousland?

A. Cousland, yes.

Q. Did you ever discuss union activities with him?

A. No, sir.

Q. About how often would you talk to Cousland?

A. Oh, it is hard to estimate. These boys come in. I haven't got any sign on the door to tell them to keep out. They may pass by and come in and talk to me. I may have an average of 50 to 75 through the shop come in and contact me.

Q. During the course of the day?

A. During the course of working. They may have
1538 various businesses they want to discuss.

Q. Where was Cousland working in the plant?

A. How long ago? He has worked in various places.

Q. Where has he been working the last year, if you know?

A. I believe he worked in the bakery shop; what we call the bakery building.

Q. Where did he work prior to a year ago?

A. In the bakery building.

Q. Was that anywhere near where you were?

A. No. It is, oh, I would imagine some distance east of the building.

Q. Did Cousland ever come in your office to get time cards?

A. Well, he would come in when we would have a day off, the day before. We usually retain the pay receipts, when you talk time cards, but not any of the time cards for shop work, he didn't come into my office.

Q. It is not improbable that Sorensen saw you talking with Cousland, is it?

A. I don't know. There may have been others that saw Cousland talking, and I haven't paid any attention.

Q. Do you know Frank Solinko?

A. Yes.

Q. Do you know Pete Solinko?

A. Yes.

Q. Did Pete Solinko ever ask you to get a job for
1539 his son Frank?

A. Yes, he has asked me.

Q. Will you tell the Examiner about the occasion of Pete Solinko asking for a job for his son?

A. Why, Frank, I guess that is the old man. I want to get those names right.

Q. Pete is the father of Frank.

A. Pete is the father of Frank.

Well, Pete Solinko came to me one morning and he asked me if I hadn't a job for a boy. I told him, "Pete, we haven't had any jobs right now, but if you have your boy come in I will take the application and we will file it with the rest of them."

Well, that is what I did ordinarily. Two or three days or a week after that, I don't recall the exact date, he came back and wanted to know if I had a job for the boy.

I said, "No, I haven't got anything else," then.

Well, he said, "You put one or two men in the shop."

I said, "That is true, we did put one or two men in there, but they filed applications prior to your boy, and we like to give those that come in a preference that file ahead."

Well, that was all through.

Then he came back to see me, I believe, a third time, and he wanted to know whether there was any chance for the boy. That was, he came through towards quitting
1540 time. I imagine he did quit around that time, around 4:30 or 5 o'clock. In the meantime, that same afternoon, Fred Skeates, the foundry man, said he could use

a man in the foundry, so I told Fred, "I have had a man on file."

He said, "All right, we will see if he can pass the physical examination, and we will put him on."

So Pete brings a young fellow in on Monday morning. I believe it was a Monday morning when I told him to bring him in, and I gave him a statement or a requisition to go to the hospital and get an x-ray, because our foundry employees, we like to get x-rays when they start. So the boy walked out and Pete come along and came back to me.

He said, "See, I got an Independent Union card."

I said, "Pete, I haven't questioned you about anything like that." I said, "Why do you want to show that to me?" I said, "I don't give a damn about your card, or anything. We are hiring the boy as it is."

And that was all there was to it.

So I told the boy to report either that same afternoon, later in the afternoon, or the next morning ready for work, or give him the information about the x-ray, whether he has passed the x-ray information. And I did get a report from the hospital that his chest was O. K. So as it was O. K., the next morning we had the time to pick it up, and I have taken young Solinko over to the foundry and left him there.

1541 That is all I know of the case.

Q. Now, was the boy, Frank Solinko, present when Pete showed you a union membership card?

A. No. What happened there, young Solinko got a requisition to go to the hospital; he went out and his father went along with him, and then he turned back from the shop and come back to see me.

Q. Now, did you ask Pete Solinko, "How is the union here; pretty strong?"

A. I haven't asked Solinko anything on that.

Q. Did Pete say to you that he didn't know anything about it and that he didn't belong to any union?

A. Pete said he never belonged to a union and didn't want to belong to any union, he said he had decided and that is the reason he wanted to show me that Independent Union card. That was all he said to me.

Q. Did you ever tell Frank Solinko to see Kowatch?

A. No, I haven't.

Mr. Reynolds: I object, if the Examiner please. There is no such testimony in the record.

Mr. Seyfarth: I believe there is.

Mr. Reynolds: Pete Solinko, not Frank.

Q. (By Mr. Seyfarth.) Did you ever tell Pete Solinko to see Kowatch?

A. No, I have not.

1542 Q. Did you ever ask Frank Solinko if he knew John Kowatch?

A. I haven't mentioned anything to Pete about Kowatch or to see anybody.

Q. Now, did you ever see Pete Solinko after he was laid off?

A. I have not.

Q. After Pete Solinko was laid off did he ever say to you, "I pay my dues in the Independent Union; can't I get a job outside, as I have a family"?

A. He didn't say that to me.

Q. Now, calling your attention to the Stanley Balkauski matter. Did Stanley Balkauski ever come to you after he was laid off and say, "When are you going to get busy again?"

A. Yes, he was in to see me here about two or three weeks ago. I don't just recall when. There is boys coming in every morning and asking for a job.

Q. Tell me in just a few words, tell the Examiner what transpired.

A. Yes. He walked up and he said, "Are you hiring anybody?"

I said, "No."

He said, "Do you think you will be calling back anyone?"

I said, "I don't know."

Then he walked out and he come back and he said, "What chance have I got on the job?"

I said, "Well, you have got the same chance as anybody else. The first we are hiring we will possibly call you back."

1543 He said, "Don't you know when?"

"Man," I said, "I don't know. All I know is what the newspapers print about the condition."

That is all that transpired in the conversation.

Q. Did you ever say to Stanley Balkauski, "Aren't you smart enough to read the papers? There is no work."

A. No.

1544 Q. Now, Mr. Staskey, were you ever present at any of these supervisory meetings in the plant conference rooms?

A. Yes.
Q. About how often would you attend those meetings?
A. Once a week.
Q. Who was usually present at that time?
A. Mr. E. L. Berry.
Q. And other department heads?
A. And other department supervisory heads.
Q. Will you just tell briefly what was taken up at those meetings?
A. Well, the discussions were usually on production, jobs and policies.
Trial Examiner McCarthy: Mr. Skeets has already testified on this, hasn't he?
Mr. Seyfarth: I am asking him very briefly, if the Examiner please.
Q. (By Mr. Seyfarth.) Was the subject of Union activity ever discussed at those meetings?
A. Yes, that has been discussed very frequently.
Q. Will you tell in just a few words what your orders or instructions were regarding the position you were to take on the subject of Unions?
A. That we are interested in nothing else but production, morale and ability of the men in the shop.
1545 Q. Did they tell you that you shouldn't take any position or sides with any Union organization in the plant?
A. Yes, sir. They took specific pains to do that with me.
Q. Did they tell you not to discuss Unions with any of the men?
A. Yes, sir.
Q. What is the fact, Mr. Staskey; did you ever discuss Unions with any of the men?
A. Not that I know of. Not to my knowledge.
Q. Well, did you or didn't you?
A. I did not.
Q. Did you ever make it a condition precedent to hiring a man that he belong to any Union organization?
A. No.
Q. Did you ever discriminate against anyone for membership in a Union organization?
A. No.
Q. Did you eve rreward anybody for membership in any particular Union organization?
A. No.
Mr. Seyfarth: You may cross examine.

Trial Examiner McCarthy: We will take a five-minute recess.

(A short recess was taken.)

Trial Examiner McCarthy: You may proceed.

1546 *Cross-Examination.*

Q. (By Mr. Reynolds.) Now, Mr. Staskey, you say that Frank Solinko came along with Pete that day that they came in your office; that he was with Pete, the son was with the father?

A. You mean the first time he came along?

Q. No, the day he was hired or the day before he was hired. The day you sent him to the doctor.

A. Well, the day prior to that I told Pete to have the boy come in the following day, and he brought him in to me.

Q. Frank was not there when Pete arrived; they came together, is that right?

A. They came together, yes.

Q. Do you recall that you asked Pete how the C. I. O. was getting along?

A. I never did.

Q. There was no discussion of the C. I. O. in your office that day?

A. I haven't discussed any of it.

Q. Now, you stated that Pete and Frank left at the same time, is that right, from your office?

A. After I gave him a requisition for that physical examination they both left at the same time.

Q. Yes.

A. Pete and Frank.

1547 Q. Had Frank made out his application for employment before they left?

A. Oh, Frank had made his application out for employment three or four weeks prior to that time.

Q. How do you happen to remember so clearly the details of that meeting that morning?

A. Of that meeting?

Q. Yes.

A. Well, I suppose it is natural. Incidents like that do come up.

Q. Well, you have hired about 200 men since then, haven't you?

A. That is true. I have records of these men. I look over these records.

Q. Isn't it a fact that you sent Pete out of the office and asked him if he knew John Kowatch?

A. I didn't send him out of my office.

Q. Didn't you send him out to find John Kowatch?

A. Not me.

Mr. Reynolds: That is all.

Q. (By Mr. Wham.) What was the object of Pete coming in and showing you an independent union card?

A. I don't know. I don't know what his object was because I am sure I was not interested in it. I was hiring —the boy had practically been hired. There wouldn't

1548 be any object for him to do that.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Seyfarth: Mr. Carlson.

FRED CARLSON, a witness called by and on behalf of the respondent, Link Belt Company, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) Will you state your name, sir?

A. Fred Carlson.

Q. Where do you live, Mr. Carlson?

A. 9349 Justine.

Q. You are employed by the Link Belt Company?

A. Yes, sir.

Q. How long have you been employed by the company?

A. It will be 32 years next July.

Q. What is your job with the company?

A. Foreman, pattern shop.

Q. Do you know John Kowatch?

A. Yes, sir.

Q. Did you ever have occasion to have any boards made for John Kowatch?

A. Yes, sir.

1549 Q. Will you just tell the Examiner in a few words about that transaction, please?

A. Mr. Kowatch came in and wanted five small boards made. They was about half an inch thick and 12 by 14, I think. So I asked him what to charge and he said, "Charge it to me."

We have the privilege in the shop, anyone working on 39th Street, if they want a piece of board—

Q. (By Trial Examiner McCarthy.) It was just ordinary plywood, wasn't it?

A. That is it. Charge it to the person. All we do is mark down the size of the lumber and the cost of the board.

Q. (By Mr. Seyfarth.) Did you have the boards of the dimensions given you by Kowatch made?

A. Yes, sir.

Q. Who did you have make them?

A. A fellow by the name of Eric Anderson.

Q. Eric Anderson?

A. That is correct.

Q. Is he an employee in your pattern shop?

A. Yes, sir.

Q. Now, were the boards finished off in any way?

A. Well, they were just cut off and we gave it a coat of black shellac.

Q. Did Mr. Kowatch tell you what they were for when he asked you about them?

1550 A. Yes, he said afterward that they were going to be a bulletin board.

Q. My question was did he tell you before what they were for?

A. No.

Q. When did he tell you what they were for?

A. After he came and got them.

Q. How long after he ordered them did he get them?

A. Oh, I would judge about an hour or so, because it didn't take long to cut them up.

Mr. Seyfarth: Will you mark this Respondent's Exhibit 20 for identification?

(Thereupon the document was marked as Respondent's Exhibit No. 20, for identification.)

Q. (By Mr. Seyfarth.) Did you ever see this before, Mr. Carlson?

A. Yes, sir.

Q. What is that?

A. That is a regular routine we have, shows the lumber, and this is sent in to the cost department.

Q. Speak loudly so he can hear you.

A. Yes, sir.

Q. What do you call that?

A. That is a lumber card, we call it.

Q. Lumber card?

1551 A. Or a store issue.

Q. Or a store issue?
A. That is right.
Q. And that was filled out by whom?
A. By me, you see, and signed by Kowatch.
Q. And it was signed by John Kowatch? Did you see Kowatch sign that?
A. Yes, sir, he had to sign to get his lumber.
Q. And then it went into the cost department?
A. Yes, sir.

Mr. Seyfarth: If the Examiner please, I expect to direct some questions to this witness and to the other supervisory force concerning the instructions they had, and with the indulgence of counsel for the Board and the Examiner I might lead the question and put it in one form for the sake of brevity here, if that is agreeable.

Trial Examiner McCarthy: You may do so.

Q. (By Mr. Seyfarth.) Now, Mr. Carlson, did you receive orders from Fred Skeates that you were not to make any statements whatsoever regarding union activity and that you were not to favor one union or union organization over another organization and, in substance, that you were not to have anything to do with unions?
A. Yes, sir.

Mr. Reynolds: I think I would object to the form
1552 of those questions, if they are to be asked of all the witnesses. I think they ought to be asked to give their version of what the instructions were.

Mr. Seyfarth: I would be pleased to do that. I merely suggested this for the sake of brevity.

Trial Examiner McCarthy: Yes, give your version.

Q. (By Mr. Seyfarth.) Well, what did Mr. Skeates tell you about unions?
A. He told me to not let any union activity during working hours; if there was anything going on they could do it before or after or noontime, but not during the working hours.
Q. What did he say to you about whether you should talk to the men about union?
A. Well, he told me not to have anything to do with it, me personally.

Mr. Seyfarth: You may cross examine.

Cross-Examination.

Q. (By Mr. Reynolds.) Did you ever see any men soliciting for union membership in your department?

A. No, sir.

Q. You never caught anybody talking union activities during working hours?

A. No, sir.

Mr. Reynolds: That is all.

Mr. Wham: No cross.

1553 Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Seyfarth: Charles Leonard.

CHARLES LEONARD, a witness called by and on behalf of the respondent, Link Belt Company, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) Will you state your name, please?

A. Charles W. Leonard.

Q. What is your address?

A. 9434 South Racine Avenue.

Q. You are employed by the Link Belt Company?

A. Link Belt Company, 39th Street, yes, sir.

Trial Examiner McCarthy: Keep your voice up, please.

Q. (By Mr. Seyfarth.) How long have you been employed by Link Belt Company?

A. About 28 or 30 years.

Q. What is your occupation there?

A. I am a foreman.

Q. In what department?

A. Well, it is known as the boring mills.

Q. Have you ever been down here before today?

A. No, sir.

Q. Do you know Fred Johnson?

1554 A. I do.

Q. Johnson testified that you followed him around the boring mill department and asked him what he was doing there and then followed him around until he left. Will you tell in a few words what the fact is regarding that?

A. Well, I don't know about following him around, but I did see him and one or two other men talking and asked if there was anything wrong, and he said no, so I told him that he had no business keeping the men from working and that he should go up to the tool room.

Q. Had that happened on previous occasions?

A. That happened two or three times.

Q. Did he say anything to you about dog chain?

A. Well, if he did I didn't hear it.

Q. Who is your superior?

A. Mr. Miller.

Q. Will you state in a few words the instructions that you received from Mr. Miller, if any, regarding your conduct towards union activity?

A. Well, we were told that we had nothing to do with union activities, either one way or another.

Q. Were you told not to show any favoritism—

A. Yes, sir,

Q. —to any man because of any union affiliation?

A. Yes, sir.

1555 Q. You were never told to discriminate between men—

A. No, sir.

Q.—for union activity, were you?

Mr. Seyfarth: I might have a document to put in. In the meantime counsel may cross examine.

Cross-Examination.

Q. (By Mr. Reynolds.) When were you given instructions with regard to your attitude toward labor?

A. Well, I can't tell you the exact dates or anything. When they started to form an independent union, why, we were told that we weren't to have any sides; that they didn't want any of it talked of during working hours.

Q. How long after the Independent Union started to organize did you get these instructions?

A. That would be hard to say.

Q. Do you recall when a recognition notice was posted on the bulletin board stating that the company recognized the Independent Union as the sole bargaining agent for its employees?

A. I remember the bulletin being put up, yes.

Q. Now, when did you receive your instructions; before or after that bulletin was posted?

A. Well, it was right around that time. I couldn't say whether it was just before or after.

1556 Q. You don't know whether it was before or after?

A. No, I couldn't say.

Q. Under what circumstances did you receive those instructions? Where did you get them?

A. I got them from Mr. Miller.

Q. Mr. who?

A. Miller.

Q. What officer is Mr. Miller?

A. He is shop superintendent—machine shop superintendent.

Q. Did he call you in to give you those instructions?

A. Well, he come down to my department and gave them to me.

Q. Prior to that time had you seen solicitation for the Independent Union around your department?

A. I hadn't seen any solicitation for any union.

Q. Well, had you observed anything out of the ordinary?

A. No. The only thing I seen, if there was men standing around talking I would just break it up and seen that they went to work; for, after all, that is what they are there for.

Q. After that time did you see any more of that kind of thing?

A. After what time?

Q. After you got your instructions from Mr. Miller.

A. Oh, I have that happen right along, fellows stop and talk, and I have to move them on, keep the men work-

1557 ing. After all, they just stop the men from working.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Mr. Leonard, do you remember a conversation with Fred Johnson in which you said to him, "Don't make it any worse for me than it is now," and something about the C. I. O. solicitations, and then he said, "How does it happen you are on my neck when Froling can do as he pleases? He is down the line now talking to Max Winkler"?

A. I don't remember him saying anything like that. The only thing I remember saying, I asked him what he

was doing, there was nothing for him to do there and I didn't want him to keep the men from working.

Q. Did you ever see Froling soliciting membership for the Independent Union?

A. No, I didn't.

Q. (By Trial Examiner McCarthy.) Did you ever tell Fred Johnson, "Don't make it any harder for me than it is now. They are after me for you fellows"?

A. Not that I remember.

Q. (By Mr. Reynolds.) Don't you remember Fred Johnson mentioning that Froling was soliciting for the Independent Union?

A. No, I don't.

Mr. Reynolds: That is all.

1558 Mr. Seyfarth: That is all.

(Witness excused.)

Mr. Seyfarth: Mr. Forss.

JOSEPH FORSS, a witness called by and on behalf of the respondent, Link Belt Company, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) Will you state your name, sir?

A. Joseph Forss.

Q. Where do you live, Mr. Forss?

A. 936 East 80th Street.

Q. Where are you employed?

A. Link Belt Company, 39th Street plant.

Q. In what capacity?

A. Tool room foreman.

Q. How long have you been employed by the Link Belt Company?

A. Close to 32 years.

Q. What are your duties as tool room foreman?

A. Taking care of the maintenance of machinery and equipment.

Q. Do you know Louis Salmons?

A. Yes.

Q. Do you know a man by the name of Greenlee?

1559 A. Yes, I know Greenlee.

Q. Did you ever see Greenlee solicit Louis Salmons?

A. No.

Q. About how far is your office from Salmons' work bench?

A. About twenty feet.

Q. Is your office enclosed with glass partitions?

A. Yes.

Trial Examiner McCarthy: Keep your voice up, please.

Q. By Mr. Seyfarth.) Now, when you were sitting in a natural position at your desk would you be able to see Salmons by looking straight forward?

A. Yes, a little bit sideways.

Q. A little bit sideways. Now, do you recall the day that Salmons was discharged?

A. Yes.

Q. Had you received any instructions from Mr. Berry that day?

A. I can't recall any particular instructions.

Q. Did Mr. Berry ask you to send Salmons to his office?

A. Yes.

Q. What did you do then?

A. I went and told Salmons to report at Mr. Berry's office.

Q. You will have to speak a little louder so the Examiner can hear you.

A. I told Salmons to report at Mr. Berry's office.

1560 Q. Did you see Salmons after he left Mr. Berry's office?

A. Yes.

Q. What was said by you and Salmons at that time?

A. I went in the wash room as he was washing up to leave and if I recall right I asked him if he had been soliciting memberships for the C. I. O. Union in the shop during working hours.

Q. What did Salmons say, if anything?

A. He says, "Yes, I am not going to deny it."

Q. Did you ever see Salmons soliciting?

A. No.

Q. Did you know whether or not Salmons was a delegate under the old N. R. A. Union?

A. Yes, I know he was.

Q. You saw him going around to different departments, didn't you?

A. Yes.

Q. And you are not able to state now whether or not he was soliciting?

A. No, I have no means of knowing.

Q. You just saw him going and didn't hear him talking, did you?

A. That is part of his work, in different departments.

Q. Did you know Nels Sorenson?

A. Yes.

1561 Q. When did Sorenson start working for the Link Belt Company?

A. I don't recall the date.

Q. Do you know whether or not he was laid off in 1936?

A. Yes.

Q. To your knowledge was he ever laid off prior to that time?

A. Yes, he was laid off, I believe a couple of years before that.

Q. Do you know why he was laid off a couple of years before that?

A. On account of no work.

Q. Do you know what he did up to the time that he was laid off the first time?

A. He was principally steam fitter helper.

Q. What kind of a worker was he, Mr. Forss?

A. Oh, he was a fairly good worker.

Q. Was he a safe worker?

A. Well, I had several complaints on him.

Q. In what respect?

A. Well, when he was out helping somebody he wouldn't do it the way they told him to do the job and sometimes caused arguments, and, in fact, several of them objected to having him for a helper.

Q. Was that one of the reasons why he was laid 1562 off the first time?

A. Well, it was part of the reasons.

Q. Did you know why he was rehired in 1933, or I mean in—strike that.

I don't know the exact date, but do you know why he was rehired?

A. We had need for a janitor, and his brother was working for me—has been for several years—and he come and asked me if I couldn't put Nels on as a janitor.

Q. What is his brother's name?

A. Jens.

Q. Did you then rehire him as a janitor?

A. I did, with the approval of my superior.

Q. Yes. Now, what was his conduct while he was doing janitor work?

A. Well, he did his work all right. Once in a while he got into a scrap with somebody that happened to throw something on the floor and he wanted to beat them up for it, but he got by pretty good.

Trial Examiner McCarthy: He what?

The Witness: I say he got by pretty good with it.

Q. (By Mr. Seyfarth.) Did you ever have any complaints about him when he was doing janitor work?

A. Well, once in a while it happened that he got into an argument with different fellows.

1563 Q. Well, this fellow Sorenson was possessed of a pretty bad temper, wasn't he?

A. Well, he didn't seem to be able to get along with people as good as he might.

Q. Now, did you ever have a complaint that he had pulled a knife on one of the men at the plant?

A. I heard rumors to that effect.

Q. Do you recall the day that Sorenson was discharged?

A. Yes.

Q. What was Sorenson doing that day?

A. I don't even recall what the time was, but I got a telephone call from Mr. Berry that Sorenson was over in the foundry arguing with some fellows over there.

Q. What did you do then?

A. (Continuing.) That I had better get rid of him. So I started off for the foundry, but I met Sorenson on the way. I asked him where he had been. He said, "Out in the foundry."

I said, "What were you doing out in the foundry?"

He said, "I went out to see if I could grease the sand screening machine."

I said, "Where is your grease gun?" He didn't have one with him. So I told him I thought he was loafing around too much and I would have to lay him off.

Q. Now, was the sand screening machine in opera-

1564 tion during the daytime?

A. No.

Q. Was it ever in operation during the daytime?

A. No, I don't think it was; mostly at night.

Q. Did you ever discuss the subject of the C. I. O. with Sorenson?

A. No.

Q. Did you ever tell Sorenson that it was Louis Salmons' fault?

A. No.

Q. Did Sorenson ever tell you that it was Louis Salmons' fault?

A. No.

Q. Now, who is your superior, Mr. Forss?

A. At the present time, Mr. Fred Pyle. At that time it was Mr. Berry.

Q. Did you ever receive any instructions regarding how you were to conduct yourself toward unions?

A. Yes. I attended the meetings in Mr. Berry's office.

Q. What were those instructions in a few words?

A. That we could take no part one way or the other with union activities.

Mr. Seyfarth: Cross-examine.

Cross-Examination.

Q. (By Mr. Reynolds.) Now, you have stated that Nels Sorenson was a good worker, haven't you?

1565 A. Yes.

Q. Now, you mentioned one occasion when you thought that he was loafing on the job; at the time you saw him coming back from the machine shop.

Trial Examiner McCarthy: Berry had called him up.

Q. (By Mr. Reynolds.) Mr. Berry had called you up?

A. Yes.

Q. Is that the only occasion you can testify to now that you believe that Sorenson was loafing?

A. Oh, he had several occasions to loaf, because he didn't have enough work to keep him busy all the time, but he shoudn't go out in other departments and loaf. I couldn't even keep him busy in my own department at all times because I had no work for him.

Q. Isn't it a fact that he came to you and asked for jobs sometimes?

A. Yes, sometimes he did. Sometimes I couldn't give him a job because I didn't dare to send him out to help different fellows. There was only certain men that I dared to send him out with for fear to get into a scrap.

Q. In other words, he had to loaf of necessity sometimes when there wasn't any work for him, didn't he?

A. Yes, he did, but I wanted him to loaf up in my department where he belonged.

1566 Q. Did you make an investigation to determine whether he actually was loafing in that department?

A. He must have been because he came back from the foundry and he admitted that he had no grease gun with him. That was the only excuse he had to go to the foundry.

Q. Did he admit that he had been loafing over there?

A. No, but he had been over there; he admitted that.

Q. Did he tell you he had been over there?

A. Yes.

Q. You were pretty well satisfied with Sorenson as a worker on the whole, weren't you?

A. If I had work that he could do I was satisfied with the work he could do—he done.

Q. Yes.

A. He was not lazy.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Mr. Forss, what department were you foreman of?

Trial Examiner McCarthy: Tool room foreman.

The Witness: Call it the tool room, but it covers the maintenance—maintenance work, repair.

Q. (By Mr. Wham.) Was Fred Johnson in that department?

A. Yes.

Q. Is there a fireman by the name of Charlie Borders up there?

1567 A. Yes, I know him. He is not working for me.

Q. Not working for you?

A. No.

Q. Well, I thought I understood Fred Johnson to testify that "our foreman had some Independent applications and gave one to Borders." Could that have been you?

Trial Examiner McCarthy: You will have to answer so the reporter can get it.

The Witness: No, it couldn't have been me.

Q. (By Mr. Wham.) You never had any Independent applications?

A. I am not Border's foreman. I never had any applications.

Q. Is there anybody there by the name of Art, A-r-t, Foreman that you know of?

A. Who?

Q. Art Foreman.

I have in my notes he said that either Art Foreman or "our foreman" had some Independent Union applications.

Do you know anybody by the name of Art Foreman?

A. No.

Q. Well, at any rate, did you ever have any Independent applications?

A. No, never seen them.

Q. And you never gave any to Charlie Borders?

1568 A. No.

Mr. Wham: That is all.

Mr. Seyfarth: Just one more question.

Redirect Examination.

Q. (By Mr. Seyfarth.) Mr. Morss, was Sorensen to your knowledge discharged because he was a poor workman or because he was a disturber of the other men?

A. Mostly because he was a disturber.

Mr. Seyfarth: That is all.

Recross-Examination.

Q. (By Mr. Reynolds.) Isn't it a fact that it was quite a sport around there to pick on Sorenson because the men knew that he was somewhat excitable and they could have a little sport with him?

A. Well,—

Q. (By Trial Examiner McCarthy.) Did the men pick on him?

A. They might have done that, but there must have been a reason for it. I thought so too at first, so I tried to shift him around where he wouldn't be picked on.

Q. The reason they picked on him was apparently he was an excitable fellow and they could get a rise out of him; isn't that about the size of it?

A. I don't know. At any rate he was not safe.

Q. He was not safe?

Q. (By Mr. Reynolds.) How do you know he was not safe?

1569 A. Because he told me, "I kill that son of a bitch if he said that."

I was almost afraid of him myself sometimes.

Q. But he was a good janitor, though, wasn't he?

A. He did work hard. He was a hard worker.

Mr. Reynolds: That is all.

(Witness excused.)

Mr. Seyfarth: Mike Masilionis.

MIKE MASILIONIS, a witness called by and on behalf of the respondent, Link Belt Company, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) What is your name?
A. Mike Masilionis.
Q. Speak loudly, Mike, so we can all hear you. Your name is Mike Masilionis, and where do you live, sir?
A. 2315 South Oakley Avenue.
Mr. Seyfarth: You will have to speak loud.
Trial Examiner McCarthy: Talk loud.
The Witness: All right. I can't do it.
Q. (By Mr. Seyfarth.) Where are you employed?
A. Link Belt Company, 39th Street plant.
Trial Examiner McCarthy: Raise your voice. I can't hear.
1570 The Witness: I can't; something wrong with my throat.
Q. (By Mr. Seyfarth.) How long have you been employed by Link Belt?
A. Nine years.
Q. Now, were you a sub-foreman on the second floor core room for about three months?
A. Yes.
Q. Those three months were December, 1937, January and February, 1938; is that right?
A. Yes.
Q. Now, there has been some conversation here about your trying to get Frank Lackhouse to join the Independent Union. Did you ever ask Lackhouse to join the Independent Union?
A. Never did.
Q. Were you ever a member of the Independent Union?
A. Yes, sir.
Q. When did you join?
A. I joined around May, the first of May.
Q. Did you resign?
A. Yes, sir.
Q. When did you resign?
A. When I got my foreman's job.
Q. Did you ever solicit anyone for membership in the Independent Union on company time?

A. No.

1571 Mr. Seyfarth: You may cross-examine.

Cross-Examination.

Q. (By Mr. Reynolds.) You were relief foreman before you were made a sub-foreman, weren't you?

A. No. Yes, I used to be that.

Q. You served as a relief foreman for some years before you were made a sub-foreman, didn't you?

A. No.

Q. When did you first start serving as a relief foreman?

A. A year ago, about 1936.

Q. 1936?

A. Yes, sir.

Q. And from that time on you took a foreman's place in his absence while he was on vacation?

A. Yes.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Do you know Wally Bolton?

A. I don't know many guys around there.

Mr. Wham: What was the answer?

Trial Examiner McCarthy: "I don't know many guys around there."

Q. (By Mr. Wham.) Do you know Frank Lackhouse?

A. Yes, sir.

Q. He testified that stewards collected dues and

1572 Wally Bolton was a steward and he collected dues during working hours when you were only ten feet away.

A. Never did collect during working hours. The only time I collected dues on Friday morning when the men got the money.

Q. Were you a steward yourself?

A. Yes, sir.

Q. You don't know Wally Bolton, though?

A. No.

Q. And when you were a steward when did you collect dues?

A. I used to collect before work or after work.

Q. Never collected any during working hours?

A. No, sir.

Q. When did you say you became a foreman?

A. December. The first of December up to — I had three months on that job; that is all.
Q. December, 1937?
A. Yes.
Q. And at that time you resigned from the Independent Union?
A. Yes, sir.
Q. Are you still a foreman?
A. No.
Mr. Wham: That is all.
Q. (By Mr. Reynolds.) Were you ever a steward while you were acting as a relief foreman?
1573 A. Yes, I was a steward at that time.
Trial Examiner McCarthy: What is that? I didn't hear you.
The Witness: I was a steward at that time.
Mr. Reynols: That is all.
Mr. Seyfarth: Just a minute.

Redirect Examination.

Q. (By Mr. Seyfarth.) For how long did you act as a relief foreman, Mike?
A. Well, when my foreman used to go on vacations; that is the only time.
Q. And when did he take his vacation in 1936?
A. Took about July.
Q. You weren't a member of the Independent Union, then, were you?
A. No.
Q. Did you act as relief foreman during the year 1937?
A. Well, I don't know about that. I think I was not at that time.
Q. Not at that time?
A. No.

Recross-Examination.

Q. (By Mr. Reynolds.) Are you sure you never acted as relief foreman in 1937?
1574 A. Sometimes he goes out for half an hour or so; that is the only time.
Q. You act as foreman, though?
A. I have to do my work.
Trial Examiner McCarthy: Working foreman.
Mr. Reynolds: That is all.

Q. (By Mr. Wham.) What was your authority when you were relief foreman for half an hour?

A. Well, I have to watch the guys and give the jobs out; that is the only thing.

Q. How often would that happen.

A. Maybe once an hour.

Q. What is that?

A. Maybe once a week sometimes; maybe once a month or three months.

Mr. Wham: That is all.

Mr. Seyfarth: That is all.

(Witness excused.)

Mr. Seyfarth: Fred Pyle.

FRED L. PYLE, a witness called by and on behalf of the respondent, Link Belt Company, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) State your name, sir.

1575 A. Fred L. Pyle.

Q. Where do you live, Mr. Pyle?

A. 8352 Maryland Avenue, Chicago.

Q. What is your occupation with the Link Belt Company?

A. Works engineer.

Q. How long have you been employed by Link Belt Company?

A. Thirty-five years.

Q. Now, among your other duties have you got charge of the electricians?

A. Yes.

Q. Do you know Fred Johnson?

A. I do.

Q. Did you have a conversation with Fred Johnson on April 7, 1937?

A. I think that was the date.

Q. Now, what did you learn prior to that conversation?

A. I learned that he had been talking too much around the plant wasting his time and wasting the time of other men.

Q. Now, will you state your conversation with Fred Johnson on April 7th?

A. I told him that I had learned this and had seen it and that he would have to cut it out or we couldn't use him.

Q. What did Johnson say, if anything?

A. He told me that he appreciated being told the way I did tell him and he would try to do better.

1576 Q. Did you ever say to Johnson, "You remember Lou Salmons, and we don't want a repetition of his case"?

A. I did not.

Q. Did Johnson ever say to you, "Am I supposed to go around without saying anything like a clam"?

A. Not exactly those words.

Q. What did he say?

A. He did say, "I guess the best thing for me to do is to ignore the men when they ask me a question."

Q. Now, did you say to Johnson, "No, it is not necessary to go that way; just cut it down a little"?

A. It might have been about like that, but I did tell him he had to cut it out. I don't remember that I used exactly those words. To that effect.

Q. Did you mention the words "union activity" at any time during your conversation with Johnson?

A. I did not.

Q. What is the fact with reference to whether or not both of you knew what the subject of the conversation was about?

A. We probably did.

Q. Now, Mr. Pyle, you have attended supervisory meetings from time to time?

A. Yes.

Q. Will you just in a few words tell the Trial Examiner what your instructions were regarding your conduct with reference to unions?

1577 A. That we were not to partake of any union activities or any conversation with the men and were not to permit, if possible, the men doing that during working hours.

Mr. Seyfarth: You may cross-examine.

Cross-Examination.

Q. (By Mr. Reynolds.) Who instructed you about your conduct with regard to labor?

A. It came up at the supervisory meetings.

Q. When did it first come up to your recollection?
A. I don't remember the date.
Q. Was it in 1937?
A. It was about the time that the Wagner Act became constitutional.
Q. About that time or later?
A. About that time.
Q. Had the Independent Union begun organizing before you got those instructions?
A. I don't know.
Q. How did you know what Fred Johnson had been talking about?
A. I didn't.
Q. You assumed that it was about a union, though?
A. Not necessarily.
Q. Then you didn't have any idea about it?
1578 Trial Examiner McCarthy: He said he didn't know.
Q. (By Mr. Reynolds.) Well, when you answered the question on direct examination that you thought that both of you understood what was meant, you didn't have union in mind then?
A. I answered that question because I think that he thought I was after him because I thought he was organizing. Does that make it clear to you?
But it was not the point of issue at the time I talked to him.
Q. I have to study it out.
A. Well, you asked for an assumption.
Q. Did you see any organizing around the plant?
A. I did not.
Q. Never saw any slips of paper or sheets passed around during working hours.
A. I did not.
Q. Never saw any application cards circulated?
A. No.
Q. Were you on a vacation during the first part of April?
A. I was not.
Q. The middle part of April?
A. No.
Mr. Reynolds: That is all.
Mr. Wham: That is all.
1579 Trial Examiner McCarthy: That is all.
(Witness excused.)
Mr. Seyfarth: Mr. Morley.

WILLIAM A. MORLEY, a witness called by and on behalf of the respondent, Link Belt Company, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) What is your name, sir?
A. William A. Morley.
Q. Where do you live, Mr. Morley?
A. 4459 Greenwood Avenue.
Q. You are employed by the Link Belt Company?
A. That is right.
Q. How long have you been employed by the company?
A. Nine years.
Q. What is your occupation with the company?
A. At present I am foreman of the cleaning room in the foundry.
Q. Who is your boss?
A. Mr. Skeates.
Q. Do you know Frank Lackhouse?
A. I do.
Q. What department did he work in, if you know?
A. He worked in the core room department.
1580 Q. Did you ever have a conversation with him?
A. Oh, I have had a number of conversations with Mr. Lackhouse.
Q. Did you ever have a conversation with Frank Lackhouse regarding solicitation of memberships in the Independent Union?
A. I cannot say directly whether it was union activity or not. The only incident such as you refer to that I remember was he had a slip in his hand and he was approaching some of the men which were under me in the iron moulding department, the floor, and we had been given orders to discourage any organizing of any kind in the foundry or any other place and I took it that that's what was going on, and I ordered him to return to his department.
Q. Did you report the incident to your superior?
A. Yes, sir.
Q. Now, what were your general orders in regard to men engaging in union activity?
A. About the time the Wagner Act was declared constitutional Mr. Skeates gave me explicit directions

that no supervisor was to take any sides in the matter and that we were to see, if possible, that there was no organizing done on the company's time.

Q. Do you know Kalamarie?

A. Yes, I do.

1581 Q. Did you hear him testify?

A. No, I didn't.

Q. Kalamarie testified that you laid him off and you told him that the company was cutting down and that he was the next one to go. Is that in substance the truth?

A. That's practically the conversation.

Q. Now, how long before Kalamarie was laid off were you made a foreman?

A. I was made a foreman approximately October 1, 1937. I don't know the exact date of Kalamarie's being laid off.

Q. The records seem to show that he was laid off in November of 1937.

A. That's about the time.

Q. Now, how many welders were there in your department, Morley?

A. What types of welders? All types?

Q. What kind of a welder was Kalamarie?

A. He was an arc welder.

Q. What kind of a welder was Novak?

A. He was also an arc welder.

Q. What kind of a welder was Diskis?

A. Sam was a combination welder. He could do either type.

Q. Now, just in a few words, Mr. Morley, will you tell whether or not it is advantageous from the production point of view that a man be a combination welder rather than, say, an arc welder?

1582 Mr. Reynolds: I object, if the Examiner please, on the ground that it is immaterial.

Trial Examiner McCarthy: I think Mr. Skeates has covered that pretty thoroughly, hasn't he.

Mr. Seyfarth: Yes, he has covered it. We have the man's foreman here. I suppose it would be repetitious. There doesn't seem to be any controversy about that point, to begin with.

Q. (By Mr. Seyfarth.) Do you know Paul Bozurich?

A. Yes, I do.

Q. Did you hear Mr. Skeates testify this morning regarding the various operations in your department?

A. I did.

Q. And if I would call upon you to answer similar questions would you say that your answers would be similar?

A. Yes, sir.

Q. Now, what would be the result, Mr. Morley, if an inexperienced bench moulder were put to work on a job that called for bench moulding?

A. An inexperienced bench moulder?

Q. Yes.

A. Well, our scrap loss would go up.

Q. Would it have a tendency to disrupt your present organization?

1583 A. It would.

Q. Do you know Tony Melcoskey?

A. Yes, I do.

Q. Do you know Joe Kouna?

A. I know him as Joe Karouna. Maybe the pronunciation is different.

Q. Are Melcoskey and Kouna burners, or are they a chipper and a laborer, respectively?

A. Well, they can be both. I mean they have some experience cutting off. They are beginning to learn that phase of it.

Q. Do you know what their experience was in the art of acetylene burning around November of 1937?

A. To my knowledge I don't know how long they had been doing that phase of the work.

Q. Now, is it the fact that they do acetylene burning or cutting intermittently?

A. That is correct.

Q. And do they do that sort of an operation when, say, they get caught up doing the chipping?

A. That would be a correct assumption.

Q. And they do that to keep from, say, wasting time?

A. Yes.

Mr. Seyfarth: You may cross-examine.

Cross-Examination.

1584 Q. (By Mr. Reynolds.) How often do Melcoskey and Kouna do burning work?

A. How often?

Q. Yes.

A. Well, Kouna at one time did considerable of it, for about three weeks, but that was not in the foundry; it was

in another department, cutting up scrap that was to be sold to the junk man.

The other man probably worked, oh, a quarter of his time cutting off; that is, during the time I was foreman.

Q. You sometimes send men out of this department into other departments to work temporarily?

A. No, this is not a department. May I correct that? It is the rubbish that we keep on the other side of the fence, the road, all structural work that is discarded, castings and things of that type, and they cut them up. It is still under my jurisdiction.

Q. Now, are you familiar with Paul Bozurich's ability to do moulding work?

A. Yes.

Q. What jobs of moulding do you think he can do?

A. Well, I would say medium sized floor work, as far as my observation goes.

Q Doesn't he ever work on heavy castings?

A. Some that we did put him on I wouldn't say
1585 that he was proficient at doing, the larger stuff.

Q. He is capable of doing what you would call bench work, though, is he not?

A. I don't believe so.

Q. Why not?

A. Because it is a different type of work. He could after maybe three to six months' training.

Q. Do you know that he has been working in foundries for over twenty years?

A. I do not know that.

Q. Doesn't he make sprocket wheels and worm gears and so forth on the floor that he worked on?

A. He made worm wheels and he made sprockets. He has done that.

Q. That is the same type of work that is done on the sprocket floor, isn't it?

A. I am afraid it is slightly different.

Trial Examiner McCarthy: Is it substantially different?

The Witness: Quite a bit different. On the sprocket floor, you know, most of the sprockets are chilled wheels. That is, they use a chill to form the tooth. On the steel floor it is a full pattern; that is, it is complete in itself, it has the teeth right on it, and they are as a rule made on the iron floor; that is, in the larger sizes.

1586 Q. You say that he never worked on any heavy castings?

A. No, not over, shall be say two hundred pounds, roughly speaking.

Q. Do you ever have occasion to transfer men about in your department from one job to another?

A. Not any permanent thing. If we happen to run out of work for one man we can put him on another for an hour or so, to fill out the day.

Q. Well, have all the men in your department been on the same job ever since they went to work for Link Belt Company?

A. Oh, no.

Q. Well, where did they come from?

A. Well, they work into another job, such as Kalamarie did.

Q. They work into another job and then they are worked right out of a job when that job runs out; is that right,—

Mr. Seyfarth: I object to arguing with the witness, if the Examiner please.

Mr. Reynolds: (Continuing.) —or do they go back to their old job?

Trial Examiner McCarthy: Will you read the question?

(Question read.)

The Witness: There is two questions there.

Mr. Seyfarth: Just a minute. I object.

Trial Examiner McCarthy: I think Mr. Skeates 1587 has answered that. He has explained how they do it.

Q. (By Mr. Reynolds.) A man never goes back to a less skilled classification of work after he has once been advanced?

A. I don't think so. Not to my knowledge.

Q. Once he is promoted he can never go back; is that right?

A. Oh, it is a possibility. I say not to my knowledge.

Trial Examiner McCarthy: But it is not an ordinary practice?

The Witness: Not an ordinary practice.

Q. (By Mr. Reynolds.) What do you understand is the seniority policy of the Link Belt Comapny?

A. Well, to my understanding the departments are broken up into occupations and the man having the greatest term of service in that occupation is the number one man; that is, he stays the longest, and so on.

Q. When did that policy go into effect?

A. Well, I believe that policy went into effect when we made the agreement with the Independent Union.

Q. That is a part of the terms of the agreement, is it?

A. No, I wouldn't say that, but that is part of the company's answer to their request.

Q. That was what was in the back of the company's mind, was it?

Mr. Seyfarth: I object to that.

1588 The Witness: I don't know what the company does.

Mr: Seyfarth: Just a minute, I object to it.

Mr. Reynolds: I don't know why.

Mr. Seyfarth: He is asking what was in the back of the company's mind.

First of all I want—I won't even attempt to argue the point.

Mr. Reynolds: I will go ahead then.

Mr. Wham: We negotiated a definite agreement with the company at that time. It is in evidence.

Q. (By Mr. Reynolds.) All right. In the definite agreement with the company is there anything to indicate that seniority is by occupation?

A. I have not seen that agreement.

Q. How do you know it is the policy of the company then?

A. All I can say is that that has been my understanding.

Q. How did you receive that understanding?

A. From conversations with the supervisors, my supervisor.

Q. With whom?

A. Mr. Skeates.

Trial Examiner McCarthy: Is that incorporated in the Intervener's Exhibit 1?

Mr. Wham: Yes.

Mr. Reynolds: That is all.

Mr. Seyfarth: Just a minute, Mr. Morley.

1589 *Redirect Examination.*

Q. (By Mr. Seyfarth.) As a practical matter, Morley, does it ever become necessary for you in your department—

Mr. Wham: Exhibit No. 9 that was.

Q. (By Mr. Seyfarth.) —does it ever become neces-

sary for you to use a laborer in a higher type of job to fill in?

A. That is a hard question to answer. The laborer may not be capable. If he is capable it might be done with convenience.

Q. You take into account with seniority the ability of a man to do a particular job, don't you?

A. Yes.

Q. In other words, you also take into account his efficiency, do you not?

A. That is correct.

Q. And you also take into account the fact that you are doing a production job and it is your duty to turn out a product; isn't that right?

A. That is right.

Trial Examiner McCarthy: Is this covered by an agreement, or is it the policy of the superintendent, Mr. Skeates? Who determined this? What is the right answer? Is it an agreement between the respondent and the union or is it a statement of policy as enunciated by the superintendent of the foundry?

1590 Mr. Seyfarth: It is my understanding that that is a matter of policy that was adopted at the time the Wagner Act was declared constitutional.

Trial Examiner McCarthy: It is not an agreement; just a statement of policy?

Mr. Seyfarth: It is not an agreement but that subject, as I understand, was bargained collectively with the Independent Union.

Trial Examiner McCarthy: Then it is an agreement then.

Mr. Wham: It is in our agreement all right.

Mr. Seyfarth: Subsequently it became an agreement, but it was in effect prior to that time.

Q. (By Mr. Seyfarth.) Now, Morley, what would be the effect of following strict seniority, a strict seniority basis in the laying off of men in slack times in your department?

A. Well, I would be without some type of worker. Some specific occupation I would be without them altogether.

Q. You might find yourself without grinders or without moulders or without some acetylene burners; isn't that true?

A. That is correct.

Q. And that might arise, might it not?

A. Yes.

Q. If a strict seniority basis was followed in lay-off in your particular department?

A. By that you mean that if every man in the de-
1591 partment was put down in a list in the order of the date he was hired?

Q. That is right.

A. It would have a poor effect on our productive method.

Q. Now, Morley, if the correct proportion of each classification of men in your department were hired at a given time and that employment continued, you would not find yourself in that difficulty, would you, in the event of a lay-off?

A. No.

Q. However, if on some occasion it would happen that you needed several moulders and they were hired and thereafter a lay-off took place, you might find yourself without the requisite number of moulders in proportion to the other employees or classifications of employees in your department?

Do you understand what I am driving at?

A. It is pretty long. I wonder if he could read it so that I could hear that restated.

Mr. Seyfarth: Never mind reading it, Mr. Reporter.

Q. (By Mr. Seyfarth.) It is your desire to carry out the correct proportion of employees in each classification to carry on your job of producing the product, is it not?

A. That is correct.

Q. And to follow out seniority strictly might interfere with your production in that regard, might it not,—

A. That is right.

Q. —in the event of a lay-off?

1592 A. That is correct.

Mr. Seyfarth: That is all.

Recross Examination.

Q. (By Mr. Wham.) Do you know John Kalamarie?

A. I do.

Q. And do you know that he was laid off some time in the last part of November, 1937?

A. That is correct.

Q. He testified that about November 20th he saw an order from you that if he didn't do better work he would get a week's vacation without pay; do you remember that?

A. That is correct.

Mr. Reynolds: I object, if the Examiner please, unless there is a purpose disclosed for this. I don't see any bearing that this has on the Independent Union.

Mr. Wham: It has a bearing on it.

Trial Examiner McCarthy: I would think it would have. He may answer.

The Witness: I cannot testify as to date, but I can say that the substance of that statement is correct, as far as concerning Kalamarie, that his work was not up to full productive effort.

Q. (By Mr. Wham.) And then he testified that after that he was ridden by his bosses until he was finally fired in a week or two.

1593 A. Well, I happen to be his only boss and I didn't rib him.

Trial Examiner McCarthy: Not rib; ride.

Q. (By Mr. Wham.) Did you ever ride him?

A. No. I warned him his work was not up to productive effort.

Q. (By Trial Examiner McCarthy.) What do you mean by "up to productive effort"? Wasn't he a competent worker?

A. Well, he could be if he wanted to be.

When you lay out a certain amount of work and know how much a man can produce in that time, if that work isn't produced you know that he hasn't worked the full time that he was there.

Q. You mean not worked the full time or worked as fast as he should?

A. The full time or as fast. Either one would affect production.

Q. (By Mr. Reynolds.) Did you know that Mr. Kalamarie had been in to see Mr. Berry with the C. I. O. grievance committee a day or two before you warned him?

A. I didn't know Kalamarie had been in to see Mr. Berry.

Mr. Reynolds: That is all.

(Witness excused.)

Trial Examiner McCarthy: We will adjourn until 9:30.

(Whereupon, at 5:10 o'clock P. M., March 21 1938, the hearing was adjourned to 9:30 o'clock A. M., March 22, 1938.)

1594 BEFORE THE NATIONAL LABOR RELATIONS BOARD.
* * (Caption XIII-C-303) * *

Room 777, United States Court House.
Chicago, Illinois,
Tuesday, March 22, 1938.

The above entitled matter came on for hearing, pursuant to adjournment, at 9:30 o' clock A. M.

Before:

Hugh C. McCarthy, Trial Examiner.

Appearances:

Stephen M. Reynolds, Attorney, appearing on behalf of the National Labor Relations Board.

Messrs. Pope & Ballard, by Henry E. Seyfarth, and William F. Price, 120 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Respondent, Link Belt Company.

Benjamin Wham, and Forest A. King, 231 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Intervener, Independent Union of Craftsmen, Local Lodge No. 1.

1595 PROCEEDINGS.

Trial Examiner McCarthy: The hearing will come to order. You may proceed.

Mr. Seyfarth: Mr. Peters.

WILLIAM PETERS, a witness called by and on behalf of the Respondent, Link Belt Company, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) Will you state your name, sir?

A. William Peters.

Q. Speak loudly because we have some competition here with the street cars.

A. William Peters.

Q. What is your address, Mr. Peters?

A. 6600 Laflin.

Q. Are you employed by the Link Belt Company?
A. 39th Street plant, yes, sir.
Q. How long have you been so employed?
A. About 29 years.
Q. What is your present position with the Link Belt Company?
A. Foundry time study man.
Trial Examiner McCarthy: What is it; foundry time study man?
1596 The Witness: Yes.
Q. (By Mr. Seyfarth.) Were you ever a foreman?
A. Sir?
Q. Were you ever a foreman?
A. Yes, sir, I was.
Q. Of what department?
A. The cleaning department.
Q. When did you become head time study man for the plant?
A. Sir?
Q. When did you become engaged in the work of time studies?
A. The first time?
Q. No, after changing your job from foreman.
A. After changing my job in the spring of 1937. I don't recall the exact date. I think it was sometime in April—about April 15th, something like that.
Q. Were you ever given any instructions while you were foreman as to your conduct toward union activity?
A. Why, yes, I was told not to interfere with the men and see that there was no soliciting and things of that nature done on company time.
Q. Now, did you ever have occasion to examine labor cards of Nick Cumorich and Mike Karbol?
A. Yes, sir.
Q. At whose instance did you make this examination?
A. Mr. Skeates'.
1597 Q. Who?
A. Mr. Skeates.
Q. And about what time did you make the examination, sir?
A. I think it was sometime in May, if I am not mistaken. I am not sure, I am not positive.
Q. Sometime in the year 1937?
A. Yes, sir.
Q. Do you know whether it was the summer or fall?

A. It was in the spring.
Q. It was in the spring of the year?
A. Yes, sir.
Q. Have you got any of the labor cards with you with which you made the time studies?
A. Yes, sir.
Q. May I have them, please?
(Witness produces documents.)
Mr. Seyfarth: Will you mark as Respondent's Exhibit 21 for identification ten cards—what is that, Cumorich?
The Witness: Well, I think there is other cards in there. There is other cards in here.
Mr. Seyfarth: Mark as Respondent's Exhibit No. 21 this pack of ten cards.
(Thereupon, the cards above referred to were marked as Respondent's Exhibit No. 21, for identification.)
1598 Mr. Seyfarth: Now, will you mark as Respondent's Exhibit No. 22 for identification this pack containing about 42 cards?
(Thereupon, the cards above referred to were marked as Respondent's Exhibit No. 22 for identification.)
Trial Examiner McCarthy: I wonder if it wouldn't be more convenient to prepare that in the form of an exhibit?
Mr. Seyfarth: I will after I marked them for identification.
And then will you mark this pack of cards Respondent's Exhibit No. 23 for identification?
(Thereupon, the cards above referred to were marked as Respondent's Exhibit No. 23 for identification.)
Q. (By Mr. Seyfarth.) What does Respondent's Exhibit No. 21, the pack of card of about 10 in number consist of?
A. This here pack?
Q. Yes, the small pack containing about 10 cards.
A. A comparison between—
Q. Speak loudly now so that the Examiner can hear you.
A. A comparison between Nick Cumorich and the other men, regarding the time it took him to do his work.
Q. What does Respondent's Exhibit 22 consist of?
A. About the same thing.
1599 Trial Examiner McCarthy: On the same person?
The Witness: Yes, sir.
Q. (By Mr. Seyfarth.) What does Respondent's Exhibit 23 for identification consist of?

A. It is a comparison of labor cards between Mike Karbol and other men.

Q. About how many labor cards are there of Nick Cumorich in there?

A. Oh, maybe half; maybe better.

Trial Examiner McCarthy: Maybe what?

Mr. Seyfarth: Will you examine them and find out, please?

Trial Examiner McCarthy: What is the distinction between Exhibits 21 and 22?

Mr. Seyfarth: There is no distinction. They just happened to come in different packages, so he says.

Trial Examiner McCarthy: Why don't you introduce them as one exhibit, then?

Mr. Seyfarth: I can do that.

The Witness: All Nick Cumorich's cards in this one.

Q. (By Mr. Seyfarth.) There are approximately how many?

A. 43, I think.

Q. There are 43 cards of Nick Cumorich.

Now, how many of Nick Cumorich are there in Respondent's Exhibit No. 21?

A. Two.

1600 Q. Two out of ten?

A. Yes, sir.

Q. The other eight are labor cards of whom?

A. Of other men.

Q. Now, is it the practice of the employees to turn in a daily labor card?

A. Yes, sir.

Q. Did you make a comparison between the labor cards as turned in by Nick Cumorich and those as turned in by other workmen?

A. I did.

Q. Just a minute. That answers the question.

Now, who were the other workmen that you compared with Nick Cumorich?

A. 1,242; 1,244; 1,227; that's three men.

Q. Three different men?

A. Yes, sir.

Q. Did you make any sort of a recap or an analysis of your discoveries regarding Nick Cumorich?

A. Yes, sir.

Q. Will you tell the Examiner briefly what you discovered?

A. Well, it is a kind of a— Do you want me to read it all?

Q. Speak loudly.

A. Regarding Nick Cumorich, D. F. 1287; Cumorich was hired as an experienced chipper and grinder, was used as a laborer for a period of time to become accus-
1601 tomed to the work and to wait an opportunity to locate on the chipper and grinding posts. When the opportunity arose he was then put on grinding small castings in the mill room, and after trial of about seven weeks was found to be unfit for the job for which he was hired and discharged about the 19th of May, his production being about 35 per cent below average.

Q. Did the cards that you had examined in comparison with other men disclose that he was about 35 per cent of the average?

A. Yes, sir.

Q. Now, did you have occasion to make time studies regarding the labor performed by Mike Karbol?

A. Well, there was rates already set. I have never taken any time studies on Mike Karbol personally; the rates had already been set on his work.

Q. Yes, that is my error.

Did you make an examination of Mike Karbol's labor cards?

A. Yes, sir.

Q. Have you got them with you?

A. Yes, sir.

Q. They are Respondent's Exhibit 23 for identification, are they not?

A. Yes, sir.

1602 A, Now, about how many of those cards are Mike Karbol's? Just give us in round numbers about how many of the cards of Karbol there are in comparison to the cards of other workmen in the department.

A. Oh, I daresay about 35 per cent.

Q. 35 per cent—

A. About that.

Q. —are Karbol's cards?

A. Yes, sir.

Q. And the other approximately two-thirds of the cards are cards of other workmen which you used as a basis for comparison; is that right?

A. Yes, sir.

Q. Now, did you make an analysis of what you had found out regarding the deficiency of Karbol?

A. Yes, sir.

Q. Will you state in a few words to the Examiner what you found out?

A. Regarding Mike Karbol, D. F. 1242; Mike Karbol was started on productive work on or about February 18, 1937. This comparison covers approximately 90 per cent of his productive labor from that time until his discharge on the 19th of May, 1937. The results of this check were obtained by comparing the time cards with five men that performed the same work during about the same period, the total time and minutes of the jobs compared.

1603 Trial Examiner McCarthy: What was that again?

The Witness: The total time and minutes of jobs compared—that is, the time in minutes of jobs compared—

Trial Examiner McCarthy: Yes.

The Witness: 28,538 minutes, and the total time in minutes of jobs not compared, 4,194 minutes. The per cent of work on which comparison was made was 86 per cent.

The total of the average time in minutes per job; Mike Karbol took 2,983.3 minutes, the other men 1,600.8 minutes. In other words, it took Mike Karbol about 150 per cent longer to perform his work than it did any one of the other five men.

Q. (By Mr. Seyfarth.) Now, what would you say was Mike Karbol's efficiency in relation to the other men that you took?

A. Very poor.

Q. About what percentage?

A. Well,—

Q. If it took him 150 per cent more time to do the work than it would an average man, it would be an average of about 30 to 35 per cent, wouldn't it?

A. Yes, sir.

Q. Now, did you select any particular men as the average workman?

A. No, I just tried to find time cards that would compare. I took any man. I wanted to try to make a

1604 comparison, if possible.

Q. (By Trial Examiner McCarthy.) Other chippers?

A. Yes, other chippers.

Q. Working in the same department?

A. Yes, sir.

Q. Now, did you follow the same routine regarding Cumorich?

A. Yes, as far as I could.

Q. What was the limitation? You said as far as you could.

A. It was hard to find time cards for a good comparison on Cumorich because the jobs at that time wasn't coming through and he was doing almost one class of work.

Q. (By Mr. Seyfarth.) What class of work was he doing?

A. Grinding in the mill room.

Q. You say the work wasn't coming through at that time in any variation?

A. He done a certain amount of grinding there that would be finished up by him, see, and then the next day I wouldn't have a comparison of time cards.

Q. In other words, the cards didn't come through consistently—

A. That is it.

Q. —because there was more or less of an interruption in the work that he was doing.

Q. (By Trial Examiner McCarthy.) Was Cumorich a grinder or a laborer?

1605 A. He was hired as a chipper and grinder.

Q. But he was not used as that, was he?

A. He was hired as a chipper and grinder, but we put him on as a laborer for a while until he become accustomed to the work and to await an opportunity to put him on the grinders.

Q. (By Mr. Seyfarth.) How long did you have him on as a grinder, do you know?

A. No, I don't.

Q. (By Trial Examiner McCarthy.) Is it your usual practice to make these studies? Is that the ordinary course of your work?

A. Yes, sir, I see that the men keep up the production.

Q. Well, how does it happen that this just developed? According to Mike Karbol's testimony, he worked seven years from 1925 and then five years from 1932. Now, how would you explain that, why your studies didn't reveal this condition before on Mike Karbol? Had you ever made a study on him before?

A. No, I didn't.

Q. In other words, in about twelve year's time no study was ever made on him?

A. That is, his cards were checked.

Q. (By Mr. Seyfarth.) Do you know whether or not you had a rate system back in those years?

1606 A. Yes, but there was very little piece work back in them years.

Q. There was very little piece work in those days?

A. Yes.

Q. Is that a reason do you think why time studies were not made on him at that time?

A. Well, yes.

Q. Now, when were you asked to make—strike that. Was this examination of Cumorich and Karbol routine, or were you asked specifically to make time studies on these men?

A. I was asked to check up. I always do check up time cards.

Q. That is a routine matter with you, is it?

A. That is a routine matter, yes.

Q. (By Trial Examiner McCarthy.) Were you asked to check up these men?

A. Yes, sir.

Q. By whom?

A. By Mr. Skeates.

Q. (By Mr. Seyfarth.) You were asked to make a specific study regarding their work, were you?

A. I was told to, yes, sir.

Q. Were you told the reason why?

A. Well, the foreman of the department claimed that they weren't producing work.

1607 Q. (By Trial Examiner McCarthy.) Who is the foreman?

A. Mr. McKinney.

Q. (By Mr. Seyfarth.) Mr. McKinney?

A. Yes, sir. He was at that time.

Q. And he relayed that information to Skeates to the best of your knowledge?

A. That is right.

Q. And Mr. Skeates who is your superior asked you to make the time studies; is that the fact?

A. He asked me to check over their time cards.

Q. Yes. Now, did you in any way discriminate against Karbol or Cumorich in picking out cards?

A. No, sir.

Q. You used the best information that you had available, did you, to make this study?

A. Yes, sir.

Q. And did you make it fairly and honestly?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) The last two months that Mike Karbol or that Nick Cumorich was working at the plant, was he working as a chipper, a laborer or a grinder?

A. He was working as a chipper.

Mr. Seyfarth: You may cross-examine.

1608 *Cross-Examination.*

Q. (By Mr. Reynolds.) Are you familiar with the work of a chipper and grinder?

A. Yes, sir.

Q. Do you know whether there is any difference in the production that a chipper can make depending upon the work that is given to him?

A. I just don't understand your question.

Q. Well, say that one chipper consistently gets his work from more skilled moulders than other chippers; isn't it a fact that his production is considerably better than the chipper who received work from some of the less skilled, less experienced moulders?

A. On the average it would average itself out.

Q. Are you sure of that?

A. I am almost positive of that.

Q. (By Trial Examiner McCarthy.) Just how would it average itself out?

A. Well, a chipper may work on 15 or 20 jobs a day.

Q. They don't all come from the same moulder?

A. No, sir.

Q. (By Mr. Reynolds.) When you speak of averages you are speaking of the cleaning room as a whole, aren't you?

A. Either the cleaning room as a whole or an individual chipper.

1609 Q. Yes, but individual chippers in the cleaning room as a whole don't always perform exactly the same type of work; isn't that true?

A. That is true.

Q. Very well, then.

A. Just a minute. The same class of work. What is the meaning of the same class of work? If you are going to put a broad classification on it, chipping castings would be the only classification.

Q. That is right, they all work on castings, but some

of them get dirty castings and some of them get clean castings; isn't that true?

A. They all do that.

Q. You say there is no difference in the whole department as to the type of work the chippers do; they all get about the same run of work?

A. Yes, sir. Some work on large work; some work on small work.

Q. Yes. And you say there is no variation in the cleanness of the work that comes to the chippers?

A. I didn't say that.

Q. Well, at least you took no account of a possible variation of that kind in making your time study of these two men, did you?

A. The jobs were based on an average, the
1610 average amount of work going through the cleaning room.

Q. Yes, but that doesn't indicate that the work that any particular man does in there is the average of the whole department, does it?

Do you understand the question?

A. No, I don't.

Trial Examiner McCarthy: Reread the question, please, Mr. Reporter.

(Question read.)

The Witness: Well, that is a pretty broad question.

Trial Examiner McCarthy: Can you explain it? You are more familiar with the operation than we are.

The Witness: Yes, sir.

Mr. Reynolds: I think I can bring it out by questioning.

Q. (By Mr. Reynolds.) You have different rates among the chippers, don't you?

A. Yes, sir.

Q. And those rates depend on the different types and the weight of the castings that the men work on; is that right?

A. Yes, sir.

Q. And there are some chippers that work on one particular type or a few types of castings that other chippers never do work on; isn't that right?

A. That is right.

1611 Q. Now, what were the rates that Karbol and Cumorich had? Were they comparably high with the other chippers or low?

Trial Examiner McCarthy: What is that; rates of pay?

Mr. Reynolds: Rates of pay.

The Witness: Rates of pay?

Mr. Reynolds: Yes.

The Witness: Their rates, the rate on a particular job is based on the length of time it takes to do that job.

Q. (By Mr. Reynolds.) Well, how do their rates compare with other chippers?

A. It all depends upon the castings. If you have difficult castings to chip, or easy castings to chip. There are broad classifications. One casting isn't the same as another.

Q. Now, do those cards reflect that average in the type of work that these men do?

A. I tried to pick out jobs similar. Some of them are exactly the same.

Q. At the same time you had in mind the purpose for which these cards were going to be introduced in evidence, did't you?

A. No, sir, I didn't know they were going to be produced in evidence.

Q. You knew what purpose the superintendent, Skeates, had when he asked you for them, didn't you?

A. I knew that he wanted to get a comparative 1612 figure on what these men did.

Q. Now, isn't it true that the jobs among the chippers which carry the best rates are turned over to certain chippers and grinders with more experience and time with the company?

A. No, I can't say that.

Q. (By Trial Examiner McCarthy.) Are you in a position to know whether that is true?

A. Yes, sir, I had charge of the cleaning room.

Q. Of the cleaning room?

A. Yes, sir.

Q. Of the time studies in the cleaning room?

A. No, I had charge of the cleaning room for about three years.

Mr. Seyfarth: At one time he testified he was foreman.

Q. (By Mr. Reynolds.) Now, were Nick Cumorich and Mike Karbol on the rate system or were they hourly paid?

A. We have two plans of bonus payment down there; the one is called the manit, and the other is a piece work system.

Q. The piece work system in general is followed with respect to the more skilled chippers, isn't it?

A. The more skilled chippers?

Q. Yes.

A. Not necessarily.

Q. (By Trial Examiner McCarthy.) Well, how
1613 do you determine whether to pay a man an hourly rate or put him on piece work?

A. It all depends on whether you have a time study of the job and former piece work for that job.

Q. Don't you usually time study all jobs?

A. We have what they call the manit system down there?

Q. The what?

A. The manit system.

Q. Manit?

A. Bonus system, yes, sir; the castings are classified according to description and weight, and they are paid by the hundredweight according to a particular description of the castings. Sprockets may have one classification and bearings may have another classification, and then according to their weight, hundredweight. A casting may weigh 20 pounds. There would be five castings to make up that hundredweight. They are paid a certain bonus if they hit over the time allowed for that job.

Q. (By Mr. Reynolds.) Now, isn't it a fact that the foreman has the control over the type of castings the chippers work on and assigns the work to them?

A. Yes, sir.

Q. And isn't it the fact that customarily the dirtiest jobs, meaning the jobs that are in the roughest condition, are worked on by chippers on an hourly basis rather than piece work?

1614 The Witness: Give me that question again, please.

Trial Examiner McCarthy: Will you read the question?

(Question read.)

The Witness: That is true, to a certain extent.

Q. (By Mr. Reynolds.) Now, is there anything to show from Mike Karbol's card or Nick Cumorich's card how much of their work was put in on an hourly basis and how much on a piece work basis?

A. I think there is. I haven't got the percentage, but I have got the totals of their rated jobs. I haven't got the percentage, in other words.

Q. And those percentages might very well be different from the percentages you have got on those other cards of other employees that you compared them with; isn't that right?

A. What percentage?

Q. The percentage of time spent on piece work and hourly work.

A. Well, on Mike Karbol I think the greater portion of it is piece work. I think so.

Q. Yes, but you don't have anything that indicates that, do you?

A. Only the time cards.

Trial Examiner McCarthy: I wonder if the witness could prepare his study in the form of an exhibit. Would that take too great a time? Just show us the basis upon which you have arrived at your conclusion.

Mr. Seyfarth: I think that would be sensible. If it is agreeable with counsel for the Board, we can withdraw the witness, and let him make that examination and recall him this afternoon for further cross-examination.

Trial Examiner McCarthy: I think that would facilitate matters.

Mr. Seyfarth: Is that agreeable to you, Mr. Reynolds?

Mr. Reynolds: Yes, it is.

Mr. Seyfarth: Could you do that, Mr. Peters?

Trial Examiner McCarthy: Just tabulate it in the form of an exhibit; take the cards that you have used and the rates of pay. You know how. However you arrived at it.

Mr. Seyfarth: And can you tell from the cards whether the labor performed is on a piece work or hourly rate?

The Witness: Yes, sir.

Mr. Seyfarth: And make that tabulation.

The Witness: I will make that tabulation.

Mr. Seyfarth: Make that tabulation.

Mr. Reynolds: And will the time cards be brought also in support of that?

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: They are here now.

(Witness excused.)

Mr. Seyfarth: Mr. Elsen, please.

1616 JOHN J. ELSEN, a witness called by and on behalf of the Respondent, Link Belt Company, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) Will you state your name, please?

A. John J. Elsen.

Q. What is your address, Mr. Elsen?

A. 8127 South Wood Street.

Q. You are employed by the Link Belt Company?

A. Yes, sir.

Q. In what capacity?

A. Production department.

Q. Are you a foreman?

A. No, sir.

Q. You are a production man?

A. Yes, sir.

Q. How long have you been working for the Link Belt Company?

A. Twenty years.

Q. (By Trial Examiner McCarthy.) What do you do? What kind of production?

A. I do all the typing and hectographing on orders.

Q. Typing?

A. And hectographing, duplicating.

Mr. Seyfarth: Have you got those exhibits, Mr. Reynolds?

1617 Q. (By Trial Examiner McCarthy.) Is that the office?

A. Yes, sir.

Q. Trial Examiner McCarthy: What are you looking for?

Mr. Seyfarth: The Board's Exhibit relating to those typed notes.

Trial Examiner McCarthy: They are in there as 19, 20 and 21.

Q. (By Mr. Seyfarth.) Mr. Elsen, I show you a sheet marked as Exhibit 2-A and ask you if you typed that sheet?

A. I did.

Q. I show you Board's Exhibit 23 and ask you if you typed that sheet?

A. No, sir.

Q. I show you Board's Exhibit 20 and ask you if you typed that sheet or anything that appeared on the rear of it?

A. This one.

Q. You typed the side that says "Business meeting of the I. U. of C. at Lithuanian Auditorium, 3133 South Halsted Street, Tuesday, June 1st, at 7:30 p. m. Be sure and be there." Is that true? You typed that side of it?

A. Yes, sir.

Q. I show you Board's Exhibit 21; did you type the information contained on that exhibit?

A. No, sir.

Q. You did not. So the only two exhibits that
1618 you typed are 2-A and 20?

A. Yes, sir.

Q. Who asked you to type those?

A. Mr. Greenlee.

Q. Who is he?

A. He also works in the production department.

Q. Is he a foreman?

A. No, sir.

Q. Did you ever tell your foreman that you were doing that typing?

A. No, sir.

Q. (By Trial Examiner McCarthy.) Does he work in the planning room?

A. Yes, sir.

Q. Are the production department and planning room the same thing?

A. Yes, sir.

Trial Examiner McCarthy: I thought production was in the foundry.

Q. (By Mr. Seyfarth.) Did you ever tell any officer or member of the supervisory force of the Link Belt Company that you typed those two exhibits?

A. No, sir.

Q. What time did you type them?

A. After quitting time.

1619 Q. What was the approximate date?

A. Oh, I should say about—oh, I don't remember the approximate date. Sometime in May, I believe, or April, or something like that.

Q. Sometime in May of 1937?

A. '37, yes, sir.

Q. Now, did you tell your supervisor that you were staying after working hours?

A. No, sir.

Q. Did you do this unbeknown to him?

A. Yes, sir.

Q. Are you a member of the Independent Union?

A. Yes, sir.

Q. Would you say that you did this as a favor for whoever asked you to do it?

A. Yes, sir.

Q. Did you put in an overtime card—

A. No, sir.

Q. —to the company for the work that you did that night?

A. No, sir.

Mr. Seyfarth: Cross-examine.

Cross-Examination.

Q. (By Mr. Reynolds.) Are you sure Mr. Greenlee brought you that material to type?

A. Yes, sir.

1620 Q. It was not Mr. Brucks?

A. No, sir.

Q. Isn't it a fact that you called Mr. Berry to get his O. K. before you went ahead and typed those things?

A. No, sir, I did not.

Q. Didn't you know very well that sooner or later they would come into the possession of the company?

A. Sure I did.

Q. Why were you so careful about concealing your part in it from the company?

A. Well, there was no concealing at all. The boss, he goes home earlier.

Q. But you didn't make any mention of it any time later?

A. No, sir.

Q. Were you a member of the Independent Union at the time Greenlee brought it to you?

A. Yes, sir.

Q. Where did you join?

A. Down at the shop.

Q. On the job?

A. No, down at the shop; not on the job.

Q. Before work or noon hour, I suppose.

A. Yes, sir.

Q. Which one?
A. Noon hour.
1621 Q. Did you see any solicitation—
A. No, sir.
Q. —around the shop during working hours?
A. No, sir.
Q. Never was any of that, so far as you know?
A. No, sir.
Mr. Reynolds: That is all.
Q. (By Mr. Wham.) How long did this mimeographing take you?
A. Fifteen minutes at the longest.
Q. Is that true of both and each of them?
A. Yes, sir.
Mr. Wham: That is all.
Mr. Seyfarth: Just a minute.

Redirect Examination.

Q. (By Mr. Seyfarth.) You were asked the question whether or not you knew at the time you printed those that they would come into the possession of the company. Now, just what did you understand by that question?
A. Well, I thought that sooner or later that somebody would see them.
Q. You didn't know whether anybody from the company would see them?
A. I didn't know—no, not the company.
Q. You thought that they might be passed out around the plant?
1622 A. No, not around the plant. There was evidence of all other hand bills that gets thrown around, I suppose.
Q. And if somebody happened to pick one of them up outside of the plant or inside the plant and take them to the management, why, then they would come to the knowledge, into the possession of the supervisory force of the company, wouldn't they?
A. Yes, sir. Then I would get mine, I suppose.
Mr. Seyfarth: That is all.

Recross Examination.

Q. (By Mr. Reynolds.) Did Mr. Brucks ever come to you with a piece of paper or list in his hand?
A. No, sir.

Q. Mr. Greenlee is the only man—
A. Yes, sir.
Q. —that ever asked you to do anything of this nature?
A. Yes, sir.
Q. Now, you printed invitations to Independent Union meetings more than once, didn't you?
A. Twice.
Q. Twice?
A. Yes, sir.
Q. One was for the first meeting; is that correct?
A. Well, I don't remember now.
Q. On April 22nd.
1623 A. It might have been. I couldn't swear to it.
Q. You did both of them after working hours at night?
A. Yes, sir.
Mr. Reynolds: That is all.
Trial Examiner McCarthy: That is all.
(Witness excused.)
Mr. Seyfarth: Mr. Axel Olson.

AXEL E. OLSON, a witness called by and on behalf of the Respondent, Link Belt Company, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) What is your name, sir?
A. Axel E. Olson?
Q. Where do you live, Mr. Olson?
A. 2017 West 65th.
Q. How long have you been working for the Link Belt Company?
A. Going on 33 years.
Q. You are a foreman there?
A. Yes.
Q. What department?
A. Foundry.
Q. Now, who is your immediate superior?
A. Fred B. Skeates.
1624 Q. Did you ever receive any instructions from Mr. Skeates about your conduct regarding union activities?
A. I did.
Q. What did he tell you?

A. He told me not to partake in any union activity or discuss union with anybody.

Q. Now, there has been some testimony here that you were the foreman of the steel floor and Zenon Petrouski solicited members for the Independent Union in your department. Do you know anything about that?

A. No, I don't.

Q. There was also some testimony that you stated to Mr. Paul Bozurich after the evening when John L. Lewis was scheduled to speak at the Chicago Stadium and failed to show up, that you stated, "Where was your Mr. Lewis last night? That shows he doesn't care for you fellows but is looking for money." Did you ever tell Mr. Bozurich that?

A. I never did.

Q. Now, there was some testimony here that Frank Lackhouse in April, 1937, was taken up to the hub room by you and you spent 20 minutes trying to convince him that an independent union was much better for the company and for the men than the C. I. O., and that you gave him a list for the Independents to sign up. Is that true or false?

A. That is false. That is a lie.

1625 Q. You did not attend the supervisory meetings during the noon hour, did you, Mr. Olson?

A. No.

Q. And you merely got your instructions through Mr. Fred Skeates?

A. Yes.

Mr. Seyfarth: You may cross-examine.

Cross-Examination.

Q. (By Mr. Reynolds.) Did you ever see any solicitation for the Independent Union in your department?

A. I did not.

Q. You never did?

A. No.

Q. You never saw any lists being circulated or any cards being circulated?

A. No, I did not.

Q. Did it come to your notice that such had been done in your department?

A. You are referring to working hours now?

Q. Yes.

A. No, never did on working hours?

Q. It never happened on working hours?
A. No, not that I know of.
Q. Did you know of Paul Bozurich being laid off?
A. Yes, I know he was laid off.
1626 Q. What kind of work did Bozurich do there?
A. He was a moulder.
Q. What kind of moulder?
A. On the grey iron.
Q. Is that a skilled moulder?
A. Oh, I would say it would be.

Mr. Seyfarth: I think this is repetition, if the Examiner pleases. I think the subject has been gone over many times.

Trial Examiner McCarthy: What is the purpose? I think that is correct.

Mr. Reynolds: I am just trying to find out from the general foreman of the foundry what type of work Paul Bozurich could do. We have had conflicting stories in here about it.

Trial Examiner McCarthy: He may answer.

Mr. Seyfarth: Just a minute. This man was foreman on the steel floor. Now, the foreman of the grey iron floor was here yesterday.

Mr. Reynolds: This man is general foreman of the foundry.

Mr. Seyfarth: Mr. Skeates is general foreman of the foundry, and we have had his testimony. I don't mind; just that it is taking up time.

Q. (By Trial Examiner McCarthy.) You are fore-
1627 man of the foundry?
A. Of the steel floor.
Q. Of the steel floor; not of the foundry?
A. No, foreman of the steel floor, steel moulding.
Q. (By Mr. Reynolds.) You have no supervision over other parts of the foundry whatever?
A. Only distribution of metal. They check up on the moulds and let me know just how much metal they want to pour out on the floors, and it's up to me to see to try to get that amount of metal to them.
Q. You were on the grey iron floor before you were on the steel floor, weren't you?
A. Oh, yes, years ago.
Q. You are familiar with the work all throughout the foundry, aren't you?
A. Oh, fairly so.

Q. (By Trial Examiner McCarthy.) Were you on the grey iron floor last spring?

A. No, I have been on the steel floor several years.

Q. Keep your voice up so the reporter can hear you.

A. All right.

Q. You say you have been on the steel floor for several years; is that what you said?

A. Yes.

Q. (By Mr. Reynolds.) Now, when did Mr.
1628 Skeats talk with you about union matters?

A. About the time when the Wagner Act was declared legal. He told me to be sure not to have any part in any union activity or discussion of any kind.

Q. Now, had the Independent Union begun to organize at the time he talked to you, or was it later?

A. Later.

Q. It was later?

A. Yes.

Q. How much later?

A. I couldn't tell you.

Q. (By Trial Examiner McCarthy.) Do you know approximately? Was it a month or two months or only two weeks?

A. Well, I couldn't say.

Q. Do you remember when all this activity took place?

A. Yes.

Q. Can you place a time in relation to that time when the activity occurred?

A. I was told before the activity actually started to lay off.

Q. Before the activity started to lay off?

A. Yes, to lay off.

Q. (By Mr. Reynolds.) Then you were mistaken when you said just a moment ago that he told you later, after the Independent Union had begun organizing?

1629 A. It was a misunderstanding, if there was anything to that effect.

Q. What is the fact; had the Independent Union begun organizing when Mr. Skeats mentioned that to you?

A. I was advised before I knew anything about organizing not to take any part in any union activities; quite a while before I heard anything.

Q. (By Trial Examiner McCarthy.) How long before? Was it two weeks?

A. Possibly two weeks; possibly a month.

Q. About a month before?

A. I kept no date whatever of anything.

Q. (By Mr. Reynolds.) While that was in progress you didn't say a word to anybody; is that it?

A. I did not.

Yes, I will admit I said to Frank Lackhouse when I first heard of the Independent. It was just a rumor, and I walked out to Frank Lackhouse and I said, "Frank, I hear a rumor that the boys are trying to form an independent union. Have you heard anything about it?"

"No," he said.

"Well, I don't know," I said, "there may not be anything to it." And I walked away.

Q. That is the only time you ever said anything about the Independent Union?

1630 A. That is the only time.

Q. That time?

A. That is the only time.

Q. And you didn't see a thing while all the organizing was going on?

A. Not during working hours, I didn't.

Q. Well, did you other times?

A. Noon hour I see it.

Q. Well, what did you see?

A. I seen them distributing cards, sitting around talking and they had cards between them.

Q. (By Trial Examiner McCarthy.) Did you see them distributing any lists?

A. No, I did not.

Q. Did you ever see one of those lists?

A. No, I haven't. I don't know what they are.

Q. (By Mr. Reynolds.) Did you have any instructions about solicitation during noon hour?

A. No, not on noon hour. Only during working hours, I was told.

Q. That is what Mr. Skeates told you?

A. Yes, not to allow any soliciting during working hours. Noon hour, of course, I didn't have anything to do with it.

Mr. Reynolds: That is all.

Q. (By Mr. Wham.) George Lackhouse testified
1631 that his brother, Frank, told him that he got one of these lists from you. Did you ever have one of these lists and give it to Frank?

A. I never saw a list. I don't know what the list looked like, and I have no idea.

Q. He was referring to one of these legal sized or letter

sized papers that they used to sign up the Independent Union people.

A. I don't know what kind of a list they had. I didn't see any.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Seyfarth: William Siskauskis.

Trial Examiner McCarthy: Is this "Splits"?

Mr. Seyfarth: This is "Splits".

Mr. Siskaukis: I don't want to hear that.

WILLIAM SISKAUSKIS, a witness called by and on behalf of the Respondent, Link Belt Company, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) What is your name, sir?

A. Bill. "Bill Splits" we can call him.

Q. You spell your last name S-i-s-k-a-u-s-k-i-s?

1632 A. Yes, sir.

Q. Where do you live?

A. 3415 Emerald.

Q. How long have you been working for the Link Belt Company?

A. Oh, I believe around 28 years.

Q. You are a foreman over there?

A. I am foreman now.

Q. When were you made a foreman?

A. Oh, around before I work around 22 years, I believe.

Q. What department are you the foreman of?

A. Machine floor.

Q. How long have you been the foreman of the machine floor?

A. Well, from the time I started foreman.

Q. Now, you are the man that has been referred to throughout this case as "Splits," is that right?

A. Yes, sir. Well, they call me a nickname in the shop, but I can take it. I don't care what they call me.

Q. Now, there has been some testimony here given by Fred Johnson—

By the way, have you ever been down here before yesterday?

A. Sunday?
Q. Yesterday was Monday. Were you down here yesterday?
1633 A. No.
Q. This is the first time you have been down here?
A. The first time I come in here.
Q. You have not heard any of the other testimony given here, have you?
A. No, sir.
Q. Do you know Fred Johnson?
A. Electrician?
Q. Yes.
A. Yes, I know him.
Q. Now, he testified that he saw you soliciting membership for the Independent Union; is that true or false?
A. No, sir, I never select anybody.
Trial Examiner McCarthy: What did he say; "never selected anybody"?
The Witness: No.
Q. (By Mr. Seyfarth.) You mean "solicit", don't you?
A. Solicit, yes, sir, whatever that is. I can not—
Q. I understand all right.
A. Hard talking in English.
Q. That is all right. Do you know John Tomas?
A. Tom as?
Q. Yes.
A. Joe Tomas.
Q. Is it Joe Tomas?
1634 A. Joe Tomas.
Q. Where does he work?
A. He works on the bench.
Q. In your department?
A. No, he works on the second floor.
Q. He works on the second floor?
A. Yes.
Q. What floor are you on?
A. First floor. Side floor, we call it.
Q. Yes. Now, Joe Tomas testified that "Big Louie Splits—"
Are you "Louie Splits"? Do they call you "Louie Splits"?
A. No, my name is "Bill Splits," all I hear in the shop.
Q. Do they ever call you "Louie Splits"?
A. Maybe Joe Tomas don't know any better, he calls me Louie.
Q. He knows that your name is Bill?

A. I don't know exactly if he knows or not. I think that fellow don't know his own name.

Q. Now, he testified that you asked him to join the Independent Union and you said to him, "We have got to have 51 per cent to sign up,—"

A. No, sir.

Q. "—and we want to get an inside union to keep out the outside union." Is that true or false?

A. No, I didn't say a word. I didn't say a word.

1635 Q. Now, do you know Paul Bozurich?

A. Yes, sir.

Q. What department does he work in?

A. He working on the grey iron floor. He don't work for me.

Q. He doesn't work for you?

A. No.

Q. Now, he testified that he saw you at a meeting of the Independent Union. Did you go to that meeting, "Splits"?

A. Yes, sir, I was one, the first one, and I stayed there maybe about for half an hour or so, and then I had to scram; that is all. That was in my neighborhood. I just went in there and see what is going on and then I just got tired of that and I walked away, walk out, that is all.

Q. Do you live near the Lithuanian Hall?

A. Yes, sir, a block and a half away from the hall. That is why I sneak in there.

Q. Did you know at that time that you weren't supposed to go in there?

A. I didn't know. I didn't know even what was going on there.

Q. You just happened to be going by the hall, did you?

A. Yes, sir, going by the hall I see crowds there and I just walk up on the second floor and see what is going on, and then I see some kind of meeting. I hang around

1636 there twenty minutes, half an hour, and then I get out of there.

Q. Now, you have been to the Lithuanian Hall before, haven't you?

A. Oh, twice a week.

Q. You don't attend dances there, do you, "Splits"?

A. Sure, a lot of dances and everything.

Q. Now, Joe Tomas said that for three days in succession you wanted him to sign his name to a list of the Independent Union; is that true or false?

A. False. I didn't ask him and I didn't talk even to him about any union.

Q. Just a minute. He said, "Sign up or you will lose your job."

A. No, sir.

Q. He said that you said that. Did you ever say that to him?

A. No, sir, no, sir.

Q. And he said that you took him into an office by the time clock where there was a man with a mustache and that you tried to get him to sign a paper in there. Did you ever take him in the office?

A. No, I didn't.

Q. Did you ever write his name on a piece of paper?

A. No.

Q. Now, do you know Dominick Pronsktes?

1637 A. Yes, sir.

Q. Where does he work?

A. He works on the second floor with that Joe Tomas.

Q. He works on the second floor with Joe Tomas?

A. Yes, sir.

Q. He said that you asked him to join the Independent Union.

A. No.

Q. And he said that when you asked him to join the Independent Union you were working on a machine. Do you work on the machine?

A. Who, me?

Q. Yes.

A. Yes, sir, I am a foreman on the machine, on the machine floor, yes, sir.

Q. Do you ever work on any of the machines?

A. Oh, I can. No, I never work, but I can work on any machine.

Q. You can but you don't do it when you are foreman?

A. Yes, sir, I just show the fellow how to work, just show the class of work, how to make. That is my duty.

Q. You are the boss, not the worker?

A. I am not the boss, just straw boss, that is all.

Q. Did you ever tell Pronsktes, "If you don't sign you are going to get out of here?"

A. No.

1638 Q. Did you ever say, "Why don't you join the Independents? The hell with the C. I. O."?

A. No, sir, I didn't say a word about either union.

Q. Now, did Pronsktes ever say anything to you about the Wagner Law?

A. No, sir.

Q. "Splits," do you know anything about the Wagner Law?

A. I don't know nothing and he never say anything to me.

Q. You wouldn't know what he was talking about if he did say it?

A. Yes, sir, I don't know those kind of laws at all.

Q. You just pay attention to your job as foreman?

A. To my work, that is all.

Q. And you are a pretty good foreman?

A. Well, I don't know how good I am. I try to be good.

Mr. Seyfarth: Cross-examine.

Trial Examiner McCarthy: We will have a five minute recess.

(A short recess was taken.)

Trial Examiner McCarthy.) You may proceed.

Cross-Examination.

Q. (By Mr. Reynolds.) Do you ever sit with your men at lunch time, Mr. Siskauskis?

A. No.

Q. Never do?

1639 A. No.

Q. Don't you recall one occasion that you were with a group of men seated there, Mr. Grinis present also, when Paul Bozurich came up and there was a remark about the C. I. O.?

A. No, I don't remember. I don't remember anything about that. Nobody just made any remarks over there.

Q. Yes. And don't you remember that after that in the afternoon you came around to Paul Bozurich and told him not to take seriously something that you had said there?

A. No, I didn't say anything.

Q. Don't you remember that he made a remark that the thing that you had said would allow him to go to the Labor Board if he wanted to make a complaint?

A. No, sir, I didn't say nothing to nobody.

Q. Do you remember that Paul Bozurich made any statement like that in your presence?

A. No.

Mr. Seyfarth: He said he never made the statement, if the Examiner pleases.

The Witness: No, sir, no, sir.

Trial Examiner McCarthy: I am not sure whether the witness understands exactly what is meant at all times.

Mr. Seyfarth: I think these questions ought to be phrased very simply.

1640 Trial Examiner McCarthy: Make them a little simpler.

Q. (By Mr. Reynolds.) You never said anything about the C. I. O. at the plant?

A. No, sir, I never said a word.

Q. (By Trial Examiner McCarthy.) Bill, there was a lot of talk. Do you remember about a year ago there was a lot of talk about unions?

A. Yes, sir.

Q. It wouldn't be very natural if you didn't.

A. Yes, sir, but we were instructed by our boss not to have anything to do with no union; all we were worrying about was our work; and I didn't pay no attention to no unions at all.

Q. (By Mr. Reynolds.) When were you instructed by the boss not to have anything to do with it?

A. Well, first they started, first they started, that union come out. I couldn't remember the date or anything.

Q. The Independent Union, you mean?

A. Both of them, I guess. The boys come out in the morning, oh, 9 or 10 o'clock, and Mr. Skeates told us, "Bill, forget everything; just do your work; don't pay no attentention to no unions at all."

And I took his word and I wasn't paying any attention to no unions at all.

Q. (By Trial Examiner McCarthy.) Bill, what
1641 do you mean when you say "They come out about 10 o'clock"? What came out?

A. Well, they talking in the shop.

Q. Did you see any lists?

A. No, sir, I didn't see any lists.

Q. (By Mr. Reynolds.) Did you see any men walk around the department?

A. No, sir. Maybe they did walk around when we weren't in the plant, when we out to leave our plant. A lot of fellows used to sit in the wash room and hang around there. I don't know what they have been doing. That is all.

Q. Did Mr. Skeates tell you that it was all right for the members of the Independent Union to solicit?

A. No, sir.

Q. What did he tell you?

A. He told me, "Just don't say nothing to nobody, just say nothing to nobody, just do your work." All I was worrying about was my work. I didn't talk to a man about any union.

Q. Then if you had seen a man walking up and down talking to your men you wouldn't have said anything to him; would you?

A. Well, during working hours, just tell him, any time they talk about anything, "Go on your work wherever you are working and go to your place," I told them a couple of times, that is all.

1642 Q. You didn't see any of it during working hours?

A. Well, I didn't see. When my gang used to get in a bunch, just two or three guys, I just tell them, "Split up; we got something else on our mind. You can talk that Sunday or when you are home, but we are here to work. Tend to your work." That is all.

Q. You did see some of it then?

A. Well, that is out of my gang.

Mr. Seyfarth: Well, Mr. Examiner, the attorney for the Board is assuming that when he sees two men standing within five feet of each other that they must be talking union business. I think this ought to be more explicit. Ask the witness if he ever heard any conversation about unions.

Mr. Reynolds: You know what the answer would be all right.

Q. (By Mr. Reynolds.) You never heard any conversation about union around the shop?

A. No, no.

Q. You never signed up anybody yourself?

A. No, sir, no, sir. I didn't sign nobody.

Q. Now, was it before or after the Independent Union organized out there that Mr. Skeates told you not to pay any attention to them?

A. Well, when this first started. I couldn't re-

1643 member exactly the date or month. That was maybe early in May, maybe the first of May or in April. I don't know when he told me, but he said, "Don't pay any attention to any of them, and that is all; just stick to your work."

Q. Do you remember when the company recognized the Independent Union as the collective bargaining representative of the employees out there?

A. No.

Q. Don't you know that?

A. No.

Q. (By Trial Examiner McCarthy.) Did you see that on the bulletin board?

A. No, sir. I even don't look at that bulletin board at all.

Mr. Reynolds: That is all.

Mr. Wham: Just a minute.

Mr. Reynolds: I would like to ask one or two more questions.

Mr. Wham: Yes, all right.

Q. (By Mr. Reynolds.) Were you present at the Independent Union meeting that you attended when Paul Bozurich asked some questions.

A. No.

Q. Do you remember that Paul Bozurich was there?

A. I didn't see him. Maybe he was. I was there
1644 maybe twenty minutes or half an hour and not longer, and I go away and I left the place.

Q. Now, were you ever told any thing about the Wagner Act by your superintendent or by anybody else?

A. No, no.

Mr. Reynolds: That is all.

Mr. Wham: Just a minute.

Cross-Examination.

Q. (By Mr. Wham.) Now, Bill, do you know Frank Lackhouse?

A. Yes, Sir.

Q. He testified that he came around to you with a list of the Independent Union and you took it out of his hands and signed up seven or eight members for the Independent Union.

A. No, sir.

Q. Did that ever happen?

A. No, no, sir. That's lies.

Q. Did you talk to Frank Lackhouse at all about that?

A. No, I didn't talk to him at all.

Q. Did you see Frank soliciting for the Independent?

A. I didn't. I didn't see it.

Q. How did you happen to go into that Independent meeting down there at Lithuanian Hall?

A. I don't know what was going on there.

Q. Did you see some of the boys? Did you know some of the boys there?

1645 A. No, when I passed that hall I didn't recognize nobody there, but I went in. I see a crowd and I went to that hall, and I meet a couple of guys and I said, "What is going to be here?"

Q. Did you meet anybody that you knew there?

A. Well, no. I didn't have nobody to meet because in a short time I left there. I was in the front hall and then I went inside. I might stay five, ten mintues, and then I walk away.

Q. Were you on your way home?

A. Yes, sir.

Q. Just passed there?

A. I passed there?

I tell you the truth, where I went. I got a couple of pigeons. I just went for pigeon food, and I stop in that hall and went out again.

Mr. Wham: That is all.

(Witness excused.)

Mr. Seyfarth: Mr. Wright.

EDGAR WELLINGTON WRIGHT, a witness called by and on behalf of the Respondent, Link Belt Company, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) Will you state your name, sir?

1646 A. Edgar Wellington Wright.

Q. What is the middle name?

A. Wellington.

Q. What is your address?

A. 446 East 81st Street.

Q. Do you work for the Link Belt Company?

A. Yes, sir.

Q. How long have you worked for them?

A. 18 years.

Q. What is your occupation there?

A. Metal pattern maker.

Q. About how old are you, Mr. Wright.
A. Forty-four.
Q. Will you please for the record describe your build? Would you say that you are short and stocky?
A. Well, I would.
Trial Examiner McCarthy: The reason he asked that, somebody has described some men here and we are trying to identify them, you see.
The Witness: Yes.
Q. (By Mr. Seyfarth.) About how much do you weigh, Mr. Wright?
A. I weigh 158.
Q. Now, Dominick Pronsktes gave some testimony, here. Do you know Pronsktes?
1647 A. I don't think I do. I may not know him by name.
Q. He testified that a man in the pattern shop who was about 50 years of age, short, stocky and weighed around 165 pounds, solicited every day sometime during May or June, 1937. Did you ever solicit for the Independent Union?
A. I have solicited, yes, sir.
Q. Did you ever solicit during working hours?
A. Well, I have when I had a chance.
Q. Well, what do you mean you did when you had a chance?
A. Well, I work in the pattern shop and the foundry both, see, and when I am working in the foundry, like if a plate doesn't fit the flask or anything I will go and work on that to make the plate fit the flask. Well, the man that I am doing it for, while I am there I will ask him—I did ask him.
Q. And that might be during working hours?
A. That might be during working hours.
Q. Did you ever do it in the presence of your boss?
A. Never.
Q. When you say that, you mean if the boss wasn't looking; is that right?
A. Wasn't around, yes, sir.
Mr. Seyfarth: Cross examine.

Cross-Examination.

Q. (By Mr. Reynolds.) Who was the last man
1648 hired in the pattern shop?
A. Well, now, I couldn't tell that. I don't know.

Q. Do you remember how long ago the last man was hired?

A. I do not.

Q. Who is your foreman in there?

A. Fred Carlson.

Q. Does he have a brother that works in that department?

A. He has.

Q. When did the foreman's brother start working there?

A. I don't know.

Q. Well, you have been there 18 years, haven't you?

A. Yes, but I don't keep records.

Q. (By Trial Examiner McCarthy.) Don't you remember when he came?

A. No, I don't.

Q. (By Mr. Reynolds.) How many people are there in that department?

A. Well, I couldn't tell you off hand.

Trial Examiner McCarthy: Approximately?

The Witness: From 15 to 25; in between there, I should say.

Q. (By Mr. Reynolds.) You know everybody in there, don't you?

A. I do.

Q. Isn't it a fact that Mr. Carlson was the last 1649 employee hired in the pattern shop?

A. I don't think he is.

Q. Has strict seniority been followed in laying off and hiring men in the pattern shop?

A. As far as I know it has.

Q. Did you have any instructions from the foreman about soliciting for the Independent Union?

A. I did not.

Q. Did you ever have any instructions?

A. I never had any instructions.

Q. You never saw any bulletin posted about soliciting for union?

A. No, no.

Q. Well, how did you know that it would be disliked by the company if you did solicit during working hours?

A. Because they discharged a man for soliciting during working hours.

Q. (By Trial Examiner McCarthy.) Who was it?

A. Louis Salmons.

Q. (By Mr. Reynolds.) Did you see other soliciting during working hours besides yours?

A. Well, I couldn't say that I have. I have seen what I thought might be, but I didn't know what they were doing.

Q. Now, who did you see going around that way?

A. Why, I have see John Kowatch.

1650 Q. Who else?

A. And Bill Greenlee.

Q. Now, describe what they did:

A. Well, Kowatch is over in the pattern shop a good part of the time. He has got to run back and forth. I have seen him talk to different men. He comes for hubs and different things. He will talk with different men. I saw them talking, and I just figured—well, I knew that he belonged.

Q. How did you know he belonged?

A. Because I had helped solicit.

Q. You helped solicit with him?

A. Yes, out at the horse shoe game at noon I would solicit for him.

Q. Who else besides Kowatch and Greenlee did you see?

A. Well, I was approached a dozen times by the other organizers on the other side.

Q. By whom?

A. Well, Louie Salmons, Johnson, Lackhouse and different fellows.

Q. Lackhouse was going about the plant, was he, asking men to join the C. I. O.?

A. Yes, sir, Johnny Lackhouse.

Q. He came to you while you were working?

A. Absolutely. He came to me while I was working at least thirty times.

1651 Q. Was it in the course of his work that he came to you?

A. No.

Q. What is Lackhouse's job?

A. He was a trucker, running a truck, hauling the patterns to and from the foundry.

Q. Well, he worked in your vicinity most of the time, didn't he?

A. Well, he would come to the pattern shop, if that is what you mean.

Q. Yes. Those were the occasions that he spoke to you; is that right?

A. No. Most of the time when he spoke to me would be about 20 or quarter to 12 when he would leave the truck and start for the foundry for his lunch.

Q. After he had finished his work and was going to lunch; is that right?

A. Yes. Well, it wasn't lunch time, but about 20 minutes before lunch time he would always walk through there without the truck, you know.

Q. Who asked you to sign with the Independent Union?

A. Bill Greenlee.

Q. Did you pass around the long petitions or pieces of paper for the men to sign?

Trial Examiner McCarthy: When they formed the Independent.

1652 The Witness: No.

Q. (By Mr. Reynolds.) You passed out membership cards, is that it, later?

A. Later.

Q. Now, after you had done this work of passing out cards did your foreman ever say anything to you later on about activity for the Independent Union?

A. Never.

Q. Never did say anything?

A. I have never spoken about union to the foreman at all at any time.

Q. Did Skeates ever say anything to you?

A. Mr. Skeates never said anything to me.

Mr. Wham: Why don't you ask him if they saw him doing it?

Q. (By Mr. Reynolds.) Did Mr. Kowatch and Mr. Greenlee and you do this work of soliciting openly throughout the department?

A. No, no. That was one thing that I was instructed by Kowatch. "Don't let the boss catch you."

Q. Kowatch talked to about a hundred to a hundred and fifty people, didn't he?

A. I don't know.

Q. You saw him going around all over the place, didn't you?

1653 A. No, I didn't.

Q. Did you only see him in the pattern shop?

A. That is the only place that I saw him, and then I didn't know for sure whether that was what he was doing or not.

Q. You never did overhear any of his conversations?

A. No, only what he said to me.
Mr. Reynolds: That is all.
Mr. Wham: Just a minute.
Q. (By Mr. Wham.) Now, the attorney for the Board asked you if your foreman or Mr. Skeates ever said anything to you about soliciting for the Independent or passing out cards for them, and you said no.
Well, now, did they ever know that you did that?
A. No, I never let them see me.
Mr. Wham: That is all.
Mr. Seyfarth: Just a minute.
Q. (By Mr. Seyfarth.) Do you mean to say that you were solicited on company time by members of the C. I. O.?
A. Yes, sir.
Mr. Seyfarth: That is all.
(Witness excused.)
Mr. Seyfarth: Mr. McKinney.

ED. L. McKINNEY, a witness called by and on behalf of the Respondent, Link Belt Company, being
1654 first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) State your name, sir.
A. Ed L. McKinney.
Q. Where do you live, Mr. McKinney?
A. 6829 Michigan Avenue.
Q. How long have you been employed by the Link Belt Company?
A. Approximately 30 years.
Q. What is your occupation over there?
A. At present supervisor of crane construction.
Trial Examiner McCarthy: Crane?
The Witness: Yes, sir.
Q. (By Mr. Seyfarth.) Who is your immediate superior?
A. Mr. Joe Spence.
Q. Now, did you ever receive any instructions from your superiors regarding your position on union activity in the plant?
A. Yes, sir.
Q. Will you state in a few words what those instructions were?

A. That we weren't to have anything to do with union in any way, shape or form.

Q. Were you instructed to prohibit solicitation by either union on company time?

1655 A. Well, I presumed that from the brief instructions given.

Q. What was said that led you to presume that?

A. Simply that we weren't to have anything to do with union in any way, shape or form.

Q. And it was your job to keep the men working, was it not?

A. Absolutely.

Q. Now, were you here the day John Kalamarie testified?

A. I was not.

Q. Kalamarie testified that he saw a note that you had written to one George Belov ordering Belov to take the Independent membership list around.

Did you ever write any such note to Belov?

A. I did not.

Q. Do you know George Belov?

A. I do.

Q. Did you ever give him any instructions, written or orally, about getting a membership list for the Independent Union filled out?

A. No. Might I make that general and say to anybody else?

Q. To anyone whatsoever?

A. No.

Q. Do you know anything about the activities of the two unions during company time, Mr. McKinney?

A. I don't.

1656 Q. Well, did you ever see any solicitation by either side?

A. I did not.

Q. Did you ever see any hand bills around the plant?

A. Yes.

Q. And were they handbills of both sides?

A. No.

Q. (By Trial Examiner McCarthy.) What were they?

Q. (By Mr. Seyfarth.) What were they?

A. C. I. O. hand bills.

Q. (By Trial Examiner McCarthy.) What were they about?

A. Oh, describing meetings to be held, giving the designation of the meeting place, time and date.

Q. (By Mr. Seyfarth.) Whereabouts in the plant did you find those hand bills?

A. Well, generally scattered all over the castings, on the doors to the locker room—wash room, rather, and any convenient place where they could be put.

Q. Would you say that you put forth your best efforts to keep down all solicitation?

A. I did.

Q. You wanted work done in the plant, did you not?

A. That is right.

Q. Now, did you ever receive any instructions regarding the discharge of any man that was caught soliciting for a union or being engaged actively in union affairs
1657 on company time?

A. No. I think I have a hazy recollection of seeing a notice on the bulletin board that that was not permissible. Now, just when that was and the exact wording of that notice, I couldn't say, but I have a recollection that some such thing was posted on the bulletin board.

Q. Now, was it your understanding that a man was to be warned before he was discharged for union activity?

A. Well, I presumed that that notice did that.

Q. What is the fact with reference to whether a foreman has the power to discharge an employee?

A. It must be taken up with the superior, show the cause, and then I think finally go through the employment manager.

Q. Now, do you know John Kalamarie?

A. I do.

Q. Where was he employed when you first met him?

A. In the steel cleaning shed, as a burner.

Q. By a burner you mean an acetylene burner; is that right?

A. That is right.

Q. And an acetylene burner is sometimes referred to as a cutter?

A. That is right.

Q. Now, did he ever talk to you about his job?

A. He did.

Q. What did he say and what did you say?

1658 A. Well, the first conversation, as I recall, he explained he wasn't making enough money.

Q. When did that conversation take place?

A. As nearly as I can remember along about the fore part of May.

Q. What did you say to him?

A. I am not exactly sure of that because I did not make any date.

Q. Whereabouts in the plant did the conversation take place?

A. In the steel cleaning shed.

Q. What did you say to him when he made the request for additional compensation?

A. Well, I told him that owing to the cost of the operations that something had to be done, and that I would make it my best effort to see what change we could make in the routine would enable him to make more money on the job.

Q. Did you have any subsequent conversations with him about this general subject of a wage increase?

A. I think on two or three other occasions.

Q. What did you say to each other on those occasions?

A. After I had taken a study of the work that Kalamarie was doing I had come to the conclusion, and so told him, that unless some method was devised whereby I could be assured that I would be enabled to get the value of
1659 the cost of the oxygen and gas—that until that time I would not consider any raise for him.

Q. Was it then a time when the price of gas was an important factor?

A. It was. Not only gas; gas and oxygen.

Q. Yes. Now, did Kalamarie ever request that he be made an arc welder?

A. He did.

Q. When did he make that request to you?

A. I don't recall the exact date, but from the employment record we could easily ascertain. It was about two weeks previous to the transfer of an arc welder, a man by the name of Eli.

Q. Where was Eli transferred to?

A. To the steel shop, welding department.

Q. And did that leave an opening in your department for another arc welder?

A. It did.

Q. Had Kalamarie requested that he be made an arc welder previous to the transfer of Eli?

A. About two weeks previous to the transfer.

Q. And for two weeks you did not accede to Kalamarie's request; is that right?

A. That is right.

Q. After the transfer of Eli you saw an opportun-
1660 ity to satisfy Kalamarie's request?

A. Well, I had two or three requests that they be given the job, and of the number requesting the job I selected Kalamarie.

Q. Well, why did you select Kalamarie, Mr. McKinney?

A. Because at that time he had, well, partially if not wholly assured me that he was going to do better with his work than he had previously done.

Q. Were you affected in a measure by the fact that he had requested an increase in wages and you would like to accommodate him and keep him happy, if possible?

A. Well, that and another request that he had made; that it wasn't so much the particular job that he was doing or the amount of money that he was making, but that he wanted to learn to be an arc welder, and when I asked him why, after calling his attention to the fact that there was many things he would have to learn, he waived all those aside and waived any other objections I could take to it with the statement that he wanted to learn arc welding so that he could get a better job on the outside, meaning outside the plant.

Q. You mean some day he led you to believe that he would desire to leave the employment of Link Belt Company?

A. That was the impression I got.

Q. And get a job some place else?

A. That was the impression I got.

1661 Q. Where he could make better use of his knowledge and training that he had received as an arc welder?

A. That is right.

Q. Now, at the time that you acceded to Kalamarie's request that he be made an arc welder, was there any understanding between you and Kalamarie that he was to remain as a burner, an acetylene burner?

A. No. In fact, I changed any thought that he might have had with regard to that by the statement that where he was leaving a position where the opportunity later would be for him to make better than $1.00 an hour, he was stepping into something that he was unused to, didn't know anything about, and that as he was going in not taking Eli's position in seniority but as the junior member, he would have to accept the responsibility attached thereto.

Trial Examiner McCarthy: What time was that, Mr. McKinney?

The Witness: That, as I recall, was along about in August. I think we could get that date from Mr. Staskey.

Q. (By Mr. Seyfarth.) Was this conversation at or about the time he was transferred to the job or arc welding?

A. Just about that time, yes.

Q. And it was about two weeks subsequent to his conversation wherein he requested the change?

A. About that time.

1662 Q. (By Trial Examiner McCarthy.) In other words, when you transferred him you pointed out to him that he was losing his seniority rights?

A. Insofar as his standing in the arc welding department was concerned?

Q. Yes; he would become junior in the arc welding department.

A. Yes. Now, perhaps a little bit of explanation or qualification to that remark might serve better—

Mr. Seyfarth: Yes, go head.

The Witness: (Continuing.) —to leave the Examiner and the attorneys know what I meant by that or what we intend.

Mr. Seyfarth: Go right ahead.

The Witness: For instance, where we have a set-up in a department and a man is accustomed to doing a certain amount of work.

Trial Examiner McCarthy: A certain amount or certain kind of work?

The Witness: No, that certain kind of work. That condition may not continue indefinitely. It is subject to change from time to time, and a man going back in there again might be required to take a step down and learn the thing from where somebody else had picked it up and effected those changes.

Now, that could be possible with a different appli-
1663 cation of your regulators, your torches. I might point out there that some regulators and torches require 90 pounds of oxygen to effect a cut.

Q. (By Trial Examiner McCarthy.) What do you call a regulator?

A. Those are the ganges that regulate the pressure of oxygen and the acetylene gas.

And also with a torch, some torches require that you use a different number tip to cut a specified sinkhead or

riser, while another torch might be more efficient. It could be brought about that a man that hadn't been accustomed to using your particular torch would be wholly at sea until he would again learn the rudiments of handling those tools.

Q. (By Mr. Seyfarth.) Now, was anything said in your conversation with Kalamarie at that time that he was made an arc welder which would in any way lead him to believe that his job of arc welding was merely temporary?

A. Well, nothing other than the fact that I told him he was the junior member of that welding crew. We had three welders at the time working three eight hour shifts, and he stepped in what we call the middle shift; the middle shift being, of course, from 11 o'clock until 7 in the evening.

Q. Well, now, barring unforeseen economic changes, was there anything said that would indicate to Kalamarie
that this was merely a temporary change to the job
1664 of arc welding and that he was really and truly an
acetylene burner?

A. An acetylene burner?

Q. Yes.

A. He never was an acetylene burner.

Q. What was he?

A. Pardon me, I thought you meant welder. He was an acetylene burner, but I left the impression with him by that statement that he was the junior member in the arc welding department; that he was sacrificing his right in acetylene burning.

Mr. Reynolds: I object to that answer and ask that it be stricken. He is not stating any conversation; he is stating the kind of conclusion that you want him to state here.

Mr. Seyfarth: Certainly I haven't asked for it.

Trial Examiner McCarthy: Objection overruled.

Mr. Reynolds: How did you leave that impression with him; that is what we want to know.

Q. (By Mr. Seyfarth.) Will you state for the attorney for the Board—

A. By what I had told him.

Q. —how you left that impression? State what you told him.

A. I told him when he was leaving the burning department and going into the arc welding department he

was sacrificing his rights in the burning department
1665 and accepting a position, a junior position in the arc welding department.

Q. (By Trial Examiner McCarthy.) Why would he do that?

A. Just for the reason previously stated; that if he were to come back, if it became necessary or desirable that we would return him to the burning department, there might be so much for him to pick up in the rudiments of using the torch and regulators that he would have to begin down lower than the men employed at that time.

Q. (By Mr. Seyfarth.) At the time of this conversation did you anticipate any slackening of work for arc welders in that particular department?

A. I did not. There wasn't anything to indicate such a change.

Q. For ought that you knew, conditions were going to remain favorable; is that right?

A. That is right.

Q. And there was going to be plenty of activity for the Link Belt Company?

A. That is right.

Q. And had there been such activity would Kalamarie be with you today?

A. I presume he would. I left that department I think along about the 5th day of October. I took over the department on the 15th day of April, 1937, and had charge of it until the 5th day of October, 1937.

1666 Q. Now, Mr. McKinney, had you been instructed by anyone to shift Kalamarie from a burner to the job of arc welder?

A. No.

Q. Was this a matter that was solely between you and Kalamarie?

A. That is right.

Q. Did you know of any union affiliations at that time that Kalamarie had?

A. I did not.

Q. Did you know that he was a member of the C. I. O.?

A. I did not.

Q. Did you know that he belonged to any union?

A. I did not, and cared less.

Q. Now, are you acquainted with Nick Cumorich and Mike Karbol?

A. I am.

Q. They worked on the night shift; is that right?
A. That is right.
Q. What is the fact with reference to whether there is a foreman for the night shift?
A. We have never had a foreman on the night shift; never needed one.
Q. What is the practice regarding the supervision of men on the night shift?

1667 A. Merely the fact that from the day production list the day foreman, the man in charge of the cleaning, the grinding and the annealing department, follows the instructions given on the production list. That production list is a compilation of the jobs to be shipped and the sequence in which they are to be shipped.

He will take the time cards and after the castings are placed about the department, place these time cards in these castings or attach them thereto sometimes with a tag and sometimes with a rubber band, and when any member of the department coming on that you feel sure can follow given instructions, either made by word of mouth or by note, inform him what you would like to have the gang do and point out certain members in there that you request—have them finish the casting.

Q. Is it the fact that you get most of the work done during the day time?
A. That is right.
Q. And the function of the night shift is to carry on the work in a lesser degree, isn't it?
A. That is right.
Q. About what percentage of the work is done at night and what percentage in the day?
A. That varies. It varies with the demands of the production schedule. That would vary from time to time.

Q. Is that what is known as the night shakeout?

1668 A. Well, now, that doesn't come under the cleaning head. That is cleaning in a certain sense, but it doesn't come under the cleaning room foreman.

Q. Are instructions usually left by the day foreman as to what they want done at night?
A. Well, I did.
Q. Did you address those instructions to any particular person?
A. Occasionally; varied it from time to time.
Q. Who would you address those instructions to dur-

ing the time that you were a foreman of the cleaning department?

A. Well, I had three or four: Belov, Sholtes, Ram, Milashus.

Q. (By Trial Examiner McCarthy.) Why did you instruct those men?

A. They came to work at different times.

Q. Were they straw bosses?

A. No.

Q. Working foremen?

A. No.

Q. What was the distinction between those men and the other workers on the night shift?

A. Well, they were more apt to be able to carry out your instructions; and I had no way of speaking to them in their various different tongues.

1669 Q. Did they get any extra money for that extra duty?

A. No.

Q. (By Mr. Seyfarth.) Were they men who were able to read and write?

A. We figured that the best of the crew.

Q. You figured that?

A. Yes, sir.

Q. So that is the reason why the instructions were written and you assumed there would be somebody there who could understand writing?

A. Sure.

Q. Now, did you ever have any complaints regarding the costs in your department?

A. That was the biggest bone of contention.

Q. Will you tell the Examiner about the rising costs?

A. Well, in the management of any department naturally it occurs at times that when costs rise it is due to one or several causes. Cost of materials is one thing; inefficiency in the direction or the managing end that the department exercises is another case.

In an orderly turn, to put your finger on just what is wrong several steps have to be taken.

Naturally if you have costs that are controlling, those are easy to find, and in order to put your finger on some of the costs that are more easy to control we use a 1670 time study method. This boils it down to just how much does a man do, an average man.

Does that answer your question?

Q. (By Trial Examiner McCarthy.) How long have you had that, those time studies in force?

A. To my best recollection, about 28 years; that is, in the plant generally. It may be a little longer than that. I think the time study system started along about 1906. In fact, it had started when I started to work for the company.

Q. (By Mr. Seyfarth.) Now, time studies are made in relation to piece work, aren't they?

A. That is right. Not piece work alone.

Q. Pardon me?

A. Not piece work alone. Premium work too.

Q. (By Trial Examiner McCarthy.) Premium, you say?

A. Yes.

Q. Is that known as salary also?

A. No. Premium might be defined by saying it is a system where the company and the men both share in time saved.

Q. (By Mr. Seyfarth.) Now, is there any necessity for time studies when a flat day rate is employed?

A. When a flat day rate is employed?

Q. Yes.

A. I would say there is. Many will not agree.

1671 Q. Were special time studies ever made by Link Belt Company?

A. Well, any job that there is a time study taken on usually begins by a flat day rate.

Q. Flat day rate?

A. Surely.

Q. And the reason for the time study is to—

A. Ascertain a fair cost.

Q. A fair cost?

A. That is right.

Q. So that the company can be guided thereby?

A. That is right, and also to give you a line on your most efficient workmen.

Q. Yes. Now, you say that the costs in your department were mounting?

A. That is right.

Q. (By Trial Examiner McCarthy.) Why? What particular factor?

A. Labor.

Q. You mean your rate of pay was going up?

A. No. Lack of production.

Q. You mean labor was becoming inefficient?

A. That is right.

Q. (By Mr. Seyfarth.) Now, you discovered that, did you, Mr. McKinney, after taking recourse to the labor cards—

1672 A. That is right.

Q. —and time studies?

A. I used the labor cards to point out just where it began and where the spot was sorest.

Q. Did you ever examine the time cards of Nick Cumorich and Mike Karbol?

A. I did.

Q. Did you examine them after you had gone to the department in which they worked and observed them?

A. That is right.

Q. And did you observe them after you had examined the time cards?

A. Both after observation of the man working and a study of the time cards and their rate of work turned out. That was the thing that led me—

Q. Now, just a minute. Did you after learning that your costs were mounting make any personal inspection trips to the night shift?

A. I did.

Q. About how many such inspection trips did you make, Mr. McKinney?

A. Somewhere between ten and twelve. I thought it was ten, but after I talked to my wife, she said it was eleven times. I had gone several times. She rode down and sat in the car while I was in the plant. In fact,

1673 once or twice she came in the plant.

Q. What time would you go down there?

A. The hours varied anywhere from 11 o'clock to 2:30 and 4 o'clock in the morning.

Q. Now, when you went down there to see what was wrong, what did you do?

A. I would walk in the department to see if the men were working, how much they had done from the time they started, and tried to predicate from that, their action there, how much they would have done by morning.

Q. Then would you check up the following morning to see how much they had done?

A. It never panned out the way I figured it should pan out.

Q. Did you figure that some of them were slower than others?

A. I didn't figure it. I could see it. It was very evident.

Q. Now, did you make any observations with reference to the efficiency of Nick Cumorich?

A. I did.

Q. What did you observe?

A. That he had no interest in his job; that at the end of the shift when I would compare the amount of work done by Nick Cumorich with the amount of work done by any average workman doing that particular kind of work, that his rate of production would vary from a mini-
1674 mum of ten to, oh, probably sixty per cent; sixty per cent being an exception.

Q. (By Trial Examiner McCarthy.) Will you explain that variance a little more clearly? Variation from what?

A. Variation in the amounts that he would produce over a given amount of time.

Q. (By Mr. Seyfarth.) Now, Mr. McKinney, explaining it another way, would you say that when Nick Cumorich was putting forth the greatest amount of effort for the Link Belt Company that he was performing about 60 per cent of the work that the average workman was producing?

A. That is right.

Q. (By Trial Examiner McCarthy.) How would you account for that?

A. By his indifference to the job.

Q. Even when he was puttng forth his maximum effort?

Mr. Seyfarth: I said maximum effort for Link Belt Company.

The Witness: There are many ways that you could devise to determine whether a man is putting forth his maximum effort. I will qualify that. An average workman, you can easily determine how much work he will turn out from an analysis of his given motion; that is, a time study motion. But when a man deliberately slows up a motion from an operation that would require two minutes, so that it will require him five minutes to
1675 accomplish the same purpose, the evidence is plain on the face of it that there is something wrong.

Q. (By Mr. Seyfarth.) Did you observe that something was wrong with Cumorich?

A. Beg pardon?

A. Did you observe that something was wrong with Cumorich?

A. Well, after I had made a comprehensive study of the man I decided that he just didn't want to work.

Q. Now, when you went down to the—

Trial Examiner McCarthy: Let me ask one question.

Mr. Seyfarth: All right.

Q. (By Trial Examiner McCarthy.) What difference does it make to the company if he is on a piece work basis? It doesn't cost the company anything, does it?

A. Oh, no?

Q. How does it?

A. Overhead is going on just the same. He doesn't control overhead.

Mr. Seyfarth: He is guaranteed a day rate, isn't he?

The Witness: And for each one of his hours that he works there is a certain amount of overhead that must be liquidated.

For instance, if we have a ten hour shift in the shop, there is ten hours of overhead charged against every ten hours of labor that is performed in the shop. That is
1676 predicated on the square foot area in the plant that the man occupies or that is set aside for that man, and that is determined by the number of employees in that department.

Mr. Seyfarth: I think I can straighten the Examiner out.

Q. (By Mr. Seyfarth.) These men were also on a flat day rate that they got regardless of the amount of work they turned out; isn't that a fact?

A. That is right; we had to guarantee them that.

Q. You guarantee, in other words, both Cumorich and Karbol a certain amount for the night's work?

A. That is the thing that always proves a sore spot from the foreman's point of view. When he works on his analysis he has so much direct labor that he has to account for.

Q. Now, in conjunction with the flat day rate that both Cumorich and Karbol and every other workman received that was on the night shift, were they given an additional sum for a premium on an increased number of products that they turned out that night?

A. No, that was given to compensate for the inconvenience caused them by working on the night shift.

Q. Do you mean to say that no matter how hard they worked and how many products—

A. Pardon me.

Q. — they turned out, that they just got the flat
1677 night rate?

A. Oh, no.

Q. Explain that for the Examiner.

A. Well, the time card covered a certain cost. In a sense the time card is an order. That order specifies a certain number of parts for which the company pays, the price prefixed by the unit cost.

Now, it is perfectly obvious that if one man would turn out 50 parts in any given time that he would receive the price paid on those 50 parts, while if you had another man in the department that would turn out three like orders at a like cost per unit he would receive three times that price or wage earnings.

Does that answer the question?

Q. Yes. Now, when you were down there in the plant those nights, did you observe Cumorich's slowness?

A. I observed him not paying any attention to the work that he had been delegated to do, yet his time was running on the time card, and I called that to his attention.

Q. Did you mention it to him on those occasions when you were there?

A. I had no hesitancy in mentioning it to any of them.

Q. Who did you all speak to?

A. To Cumorich, Karbol, to Kalamarie, to Novak, and the name of two others just doesn't come to me now. Those four names, and the others I wasn't thoroughly fa-
1678 miliar with them and couldn't commit them to memory.

Q. You also observed that Karbol was slow in his work, didn't you?

A. Yes, sir.

Q. And for that reason you spoke to Karbol?

A. Yes, sir.

Q. Now, what was the attitude of Kalamarie and Novak after you had spoken to them?

A. Well, indifference to a point where they didn't pay any attention.

Q. I am talking now about Kalamarie and Novak.

A. That is my answer to that question. They were indifferent to the point that I later transferred Kalamarie from the night shift to the day shift.

Q. He still remained a burner, however, when he went on the day shift?

A. A burner, that is right.

Q. Now, what was the attitude of Cumorich and Karbol?

A. It didn't make any difference what was said to them; they didn't improve.

Q. And did you warn both Cumorich and Karbol about the amount of work they were turning out?

A. I did.

Q. How many times did you warn them?

1679 A. To my best knowledge about a half dozen times; some direct and I think once or twice indirect.

Q. When you say indirectly, what do you mean?

A. Well, I spoke to the day checker who I know would have an opportunity of speaking to them and was in a way looked upon by those men for information as to what they should do in the absence of a foreman.

Q. Who was that day checker?

A. His name is Zunette.

Q. Zunette?

A. John Zunette. His nickname is "Springtime."

Q. They call him "Springtime"?

A. "Springtime." It seems unusual to address a man as "Springtime."

Trial Examiner McCarthy: In a foundry.

The Witness: In a foundry. There isn't any grass or flowers around there, and why they would refer to him as "Springtime," I don't know.

Q. (By Mr. Seyfarth.) Now, did you subsequently ask Mr. Peters to check up the labor cards on Cumorich and Karbol?

A. Well, I had checked them, and then in order to verify my check Mr. Peters went back over the cards.

Q. You had checked them individually before?

A. I checked the cards every morning.

Q. And then after going down in the plant and observing this you asked him to check them individu-

1680 ally?

A. That is right.

Q. And did you then ask Mr. Peters for his conclusion?

A. Well, I didn't need to get his conclusion. I had pretty much made up my mind that there wasn't going to be any correction by those two men.

Q. But you did get Mr. Peters' conclusion?

A. Yes, I looked over his figures and they ran just about what I had myself and it was then that I decided to dismiss them.

Q. (By Trial Examiner McCarthy.) How close were you to George Belov?

A. Well, I would see him in the morning, as I would all the men coming in to stamp their card out.

A. Would you consider him a good man?

A. In a way, yes.

Q. Was he a straw boss?

From the testimony that was introduced here so far, it indicates the men understood him to be a straw boss or he had a supervisory position or direction over them; they took their orders from him.

A. I think that is erroneous.

Q. I think they called him the night foreman.

A. That is erroneous, that thought. They took no orders from anybody but myself, handed them through time cards.

1681 Q. How could you give orders when you were not there?

A. I had a list on the desk.

Q. I understand that, but you weren't there in the evening on the night shift.

A. That is true, not every night, but that list was there, and then the time cards were placed in or on the various castings I wanted them to ship in the morning.

Q. Wasn't there any person left in quasi charge over these men in your absence?

You were in charge of the floor in the day time.

A. That is right.

Q. Then as the night shift came on, they certainly didn't let the men run loose there.

A. We used the time cards to gauge and find out what they were doing.

Q. That is the only control they had over them?

A. That is sufficient.

Mr. Seyfarth: May I ask a question at this point?

Q. (By Mr. Seyfarth.) Mr. McKinney, the castings that you wanted each individual man to work on that night had the card on them?

A. That is right.

Q. And did you have the man's number who it was desired should work on the casting on the time card?

A. We put those on where it is possible. It is not always possible to do that, for the reason that a man

1682 would be apt to break a casting. We had certain losses due to breakage.

Q. Yes.

A. I might illustrate that by saying if I required ten castings but had twenty on the floor, and I wasn't sure that

I was going to get ten in a given time, when that job in rotation would be ready, I wouldn't put that man's number on the card; I would rather leave that for some man as he ran out of a job to pick it up. But I marked these jobs on the production sheet which I left, the sequence in which I wanted the work ran out.

Q. Ordinarily speaking would you leave the man's number on the card and place it on the casting if you desired him to complete the job?

A. That is right.

Q. And he was able to identify the number in the event that he wasn't able to read writing?

A. He could go to my production list and get it from that.

Q. Yes, and in the event he couldn't read he was able to see the numbers and identify his work in that way?

A. Sure, that is right.

Q. (By Trial Examiner McCarthy.) Was George Belov the only man on that particular crew that could read English?

A. Oh, no. I mentioned the names of four that we had confidence could read and explain the time — 1683 cards.

Q. Were they on the same crew as Karbol and Cumorich?

A. Oh, yes.

Q. George Belov's name has been mentioned here repeatedly and it is not clear just what his status was. The men understood him to be a straw boss or a foreman. They called him the night foreman.

A. Well, we didn't understand that way. His time was charged to burning. He drove a truck. He put in a lamp in case a lamp would burn out, and otherwise made himself useful. That burning charge was on an indirect labor account and was not sub-divided. That was another thing I had intended to do, which would, after I had done that, set out Belov's standing and status to a minute degree.

Mr. Seyfarth: Now, Mr. Reporter, will you mark these time cards Respondent's Exhibit 24 for identification?

(Thereupon, the documents above referred to were marked as Respondent's Exhibit No. 24 for identification.)

Q. (By Mr. Seyfarth.) I show you Respondent's Exhibit 24, consisting of seven cards, and I will ask you what they are, Mr. McKinney?

A. That is the midnight che er's time card.

Q. Do you know whether those are the time cards of George Belov?

1684 A. I do.

Q. What is the fact in that matter?

A. Those are his cards, his work cards, the cards on which he is paid for the time that he put on the job.

Q. I call your attention to the legend appearing in the upper left hand corner, 4455. Has that number got any significance to you?

A. Yes.

Q. What does that mean?

A. Indirect labor.

Q. What?

Trial Examiner McCarthy: It means what?

The Witness: Indirect labor.

Mr. Seyfarth: Indirect labor.

Trial Examiner McCarthy: What does that mean?

The Witness: Indirect labor is that labor done on work in general and to which you can make no specific charge. In other words, it is collective work done on the collective amount of work.

Trial Examiner McCarthy: Doesn't that tend to confirm what the men understood his status to be?

The Witness: Well, it was—

Mr. Seyfarth: I will get to that, Mr. Examiner.

Q. (By Mr. Seyfarth.) Now, is there any difference in the number of the supervisory force as distin-

1685 guished from the productive force?

A. State that question again, please.

Q. Is there any difference in the number appearing on these cards—is there any difference between the numbers of the supervisory and the productive forces?

A. You mean the check number?

Q. Yes.

A. Well, no, there isn't in that regard. A supervisor would not have a time card of that kind.

Q. Well, wouldn't a man if he was a member of the supervisory force have, say, the number 4450 instead of '55?

A. Yes, that would be a different accoun. entirely.

Q. In other words, members of the supervisory force always have the account number '50; isn't that right?

A. That is right.

Q. And when engaged in production—that is, he is not a member of the supervisory force, his account number is '55?

A. That is right.

Q. And you say these time cards of George Belov have on them the legend '55?

A. That is the non-productive labor symbol used.

Q. That is the non-productive labor symbol?

A. That is right.

Q. There is an error there. I find '55 is the pro-
1686 ductive labor symbol.

A. No, '55 is the non-productive; that is, indirect.

Q. Indirect?

A. 50 is the supervisory charge.

Q. 50 is the supervisory charge?

A. That is right.

Q. And 55 is non-supervisory charge?

A. That is right.

Q. Now, we have got that straight.

Trial Examiner McCarthy: I don't know whether it is straight in that record or not.

Mr. Seyfarth: Just for the purpose of classification,—

Trial Examiner McCarthy: I think the witness testified that a foreman didn't have a time card. Isn't that correct?

The Witness: That is right; very few of them have.

Q. (By Trial Examiner McCarthy.) Then what is a supervisory man with a time card?

A. A supervisory man with a time card may be temporarily appointed.

Q. (By Mr. Seyfarth.) Well, don't foremen on an hourly rate have time cards?

A. That is right, yes. Those are usually what you call a straw boss.

Q. Those are usually what you call a straw boss?

A. Yes.

1687 Trial Examiner McCarthy: What is their number?

Q. (By Mr. Seyfarth.) In that event what would their number be; 50 or 55?

A. That would be on 50.

Q. That would be on 50?

A. On the 50 charge, yes.

Q. Would you say that from the legend appearing on the cards marked Respondent's Exhibit 24 for identification as —55, it would appear to you that George Belov was not a foreman and he was not a straw boss?

A. Absolutely, no question there.

Q. (By Trial Examiner McCarthy.) What would Cumorich's number be?

A. His name would be on 4455. That would be on the —55 account.

Q. Would he be indirect labor?

A. He would be indirect. In fact, all that work at that time was done on indirect labor, but yet the cards were printed designating what job was to be done. That was a matter that we intended later to take up and subdivide and later apply on direct labor, but there was some discrepancy of thought.

Q. Do you call a chipper and a grinder indirect labor?

A. That is the way it was handled, yes.

Trial Examiner McCarthy: Just so that the rec-
1688 ord is clear and we understand what is in mind.

Q. (By Mr. Seyfarth.) Now, the last two numbers on the card usually indicate whether they are members of the supervisory force and non-supervisory force to accommodate your accounting methods?

A. That is right. The numbers preceding that designate the department.

Q. Designate the department?

A. That is right.

Q. Now, do you know how castings are prepared for the chippers?

A. I do.

Q. Will you tell the Examiner in a few words about that?

A. The castings of a larger size are cleaned with wire brushes by hand; that is, cleaned of superfluous sand from the exterior. The gates, runners, sinkheads are broken off, and as much of that work as can be done before the casting comes to the chippers. That is done by what we call that shakeout crew. In the smaller castings the gates are knocked off as they are picked out of the sand and brought down to the tumbling room where they are tumbled. That, with the old shoes and sticks we put in there and set the machine in motion, knocks all the loose sand off and tends to smooth and polish your castings, leaving only the residue of the gate to grind so that the surface of the casting conforms
1689 with the general outline at that particular spot.

Q. (By Trial Examiner McCarthy.) What does a chipper do; chip with a cold chisel?

A. Yes, and sometimes a hand chisel.

Q. A grinder uses a grinding wheel?

A. He can use a portable grinding wheel or a snagging wheel, a snagging wheel being one that is attached to a foundation or the floor, where a portable wheel can be taken about at will, being driven with an air hose.

Q. (By Mr. Seyfarth.) Now, Mr. McKinney, in devising your time studies do you take into account what an average workman would do on the average run of castings that he would get during the course of a day?

A. All time studies are computed that way. They are worked up that way.

Q. And would you say that during the course of a reasonable period that a chipper or a grinder would get an average number of castings large, small, rough or smooth?

A. Well, in smaller castings I don't think it is fair to make a division there on rough or smooth. The small castings after the chippers are through with them are not given any additional treatment; they are shipped out as is and they are commercially salable.

Q. Yes.

A. The larger castings they have to be treated 1690 or subsequently put in the oven again, and that subsequent heating tends to remove additional sand. Then they are sand blasted, but the chipper that works on, that hasn't anything to do with that; that is all done separate and apart from his operation.

Q. Well, to your knowledge is any one particular chipper or grinder singled out to give less desirable work to.

A. No. You couldn't do it that way and run a modern shop. That is not possible.

Q. Besides not being able to run the modern shop in that fashion, it just wouldn't be the fair and right thing to do?

A. Well, you would have no way of controlling your cost. No foreman that would do that would be long a foreman.

Q. And you couldn't get the respect of your men either, could you?

A. That is right.

Mr. Seyfarth: Cross-examine.

Cross-Examination.

Q. (By Mr. Reynolds.) Now, you stated that you put forth your best efforts to keep down solicitation for the Independent Union.

A. I didn't make any statement of that kind.

Q. (By Trial Examiner McCarthy.) What is the fact? State it according to your understanding.

A. I said that I didn't know there was such a union being formed and I didn't know anything about 1691 any union; Independent or C. I. O.

Q. (By Mr. Reynolds.) If you said that you put forth your best efforts to keep down solicitation during working hours, that was a misunderstanding?

A. Oh, I told them I didn't want them talking about anything but their work; unions of any kind.

Q. What caused you to say that?

A. The notice on the bulletin board.

Q. What did the notice say?

A. The notice was just a notice to the men in general that there wasn't to be any union activities participated in in the plant.

Q. When was that bulletin posted.

A. Oh, I don't know the exact date. I happened to see it on the bulletin board. I presumed that it was generally known.

Q. Generally known?

A. Yes.

Q. (By Trial Examiner McCarthy.) What time did you see that, Mr. McKinney?

A. I am not sure as to the date.

Q. Well, approximately?

A. I think it was somewhere along about the early summer.

Trial Examiner McCarthy: We haven't got such 1692 a notice in evidence here, have we?

Mr. Seyfarth: No such notice is in evidence.

Q. (By Mr. Reynolds.) Now, referring to your conversation with Kalamarie at the time he was changed over to be an arc welder; you first stated that you gave him the impression that he wouldn't retain any seniority on his old job as a burner. Later you said that you definitely told him in no uncertain terms that he was losing his seniority as a burner. Now, is that the impression you mean to say that you gave him?

A. That was due to his insistence that he would get the job. That was the cause for that. I first tried to dissuade him and then he kept insisting that he wanted to be an arc welder.

Q. So you told him that if he became an arc welder he lost his seniority as a burner?

A. Later, yes, before I put him on the job; but that happened subsequent to our first discussion about the matter.

A. Now, when did you receive that understanding about the company's seniority policy?

A. I think I explained that when I said that due to the changing conditions in the job it would make it necessary were he put back that he would have to step back in line even as a burner should he go back voluntarily or at our request.

1693 Mr. Reynolds: I object.

Trial Examiner McCarthy: Counsel wants to know what time.

The Witness: What time did I mention that to him?

Trial Examiner McCarthy: No, what time did you understand?

Read the question.

The Witness: Just a minute.

Trial Examiner McCarthy: We will get it straight.

Question read as follows:

"Now, when did you receive that understanding about the company's seniority policy?"

The Witness: When did I receive that?

Whenever we discussed putting them back.

Q. (By Trial Examiner McCarthy): No, wait. There must be some definite time. Was it two years ago?

A. No, in August.

Q. In what year?

A. '37.

Q. (By Mr. Reynolds): Well, did you receive that unstanding from Kalamarie?

A. Oh, no.

Q. Where did you receive it?

A. Mr. Skeates.

Q. Mr. Skeates. What did he say to you?

1694 A. That the man stepping out there would be going in as a junior in the welding department.

Q. What did he say about his old job, though?

A. Well, just what I told you; that the change in equip-

ment and change in method would make it necessary for him going back in there to begin as, you might say, a virtual apprentice again.

Q. Then he would have no seniority over any other burner if he went back on that job?

A. Oh, yes, he would have seniority, but insofar as his money was concerned he wouldn't be paid that rate.

Q. (By Trial Examiner McCarthy): We are asking about seniority, Mr. McKinney.

A. Well, that seniority would hold good, but I imagine that—

Q. Let's take Kalamarie's case. What did Kalamarie start out at?

A. When I got there he was a burner.

(Passing document to witness.)

Mr. Reynolds: Second name.

The Witness: Second one? You see, I didn't take charge until '37. He had then been working two years, approximately.

Q. (By Trial Examiner McCarthy): You don't know in what capacity it was?

A. No.

1695 Q. What was he working at when you took charge?

A. Burner.

Q. Now, let us take the seniority from there on. Did he get more money when he became an arc welder?

A. No. Well, yes, he did. We gave him a raise.

Q. Let us put it the other way around. Do arc welders get more money than burners ordinarily?

A. Under that set-up the arc welder, depending on his efficiency, would get more money, but I had a set-up there with the burning that I was going to put the burning on a piece work basis. Then it would depend on a man's ability. In other words, I wasn't going to be guided by anybody's idea.

Q. (By Mr. Reynolds): Well, you mean now to say that Kalamarie would go back and be a burner if he could still perform the work after the arc welding job was over?

A. Well, I left that department and I don't know what policy would have been in effect after that. Kalamarie when I left there was a burner, and I can't answer for anybody that followed me.

Q. (By Trial Examiner McCarthy): Is there a different policy in your old department than there is in the new department?

A. I don't know. I have never gone back to that department.

Q. Well, have you any reason to believe there is any difference.

1696 A. I wouldn't know unless I would make an investigation, and, having no occasion to make an investigation, I wouldn't know.

Q. (By Mr. Reynolds): Now, tell us what the policy is in your department.

A. The policy in our department is that seniority rules.

Q. Now, what do you mean?

A. Well, in my department, I might explain it this way. If I would have a man that was well versed in applied mechanics and I found it absolutely necessary to maintain that man in that employment, I wouldn't sacrifice him and take an apprentice and put him in there, even though the apprentice might have a prior employment date. I couldn't take a second class man and make a first class man out of him.

Trial Examiner McCarthy: I think that is obvious.

The Witness: I have to classify him.

Q. (By Trial Examiner McCarthy): That isn't the ordinary application of the seniority rule?

A. I don't know what the practical application of the seniority rules is in other places.

Q. How do you apply it in your department? That is the main thing.

A. We apply it according to the ability and the employment date.

1697 Q. Those two factors.

Let us say you have a moulder in your department.

A. Now, you are talking about a different department. We have divorced ourselves from the foundry department.

Q. Take a man that works in your department. Just give us an illustration of your understanding of how the seniority rule works in your department. If you have mechanics in there, take a man starting as a mechanic; you gave him a promotion, and a lay off comes. Tell us what happens.

A. Your mechanic would follow in line of succession, according to his employment. When you say mechanic I am taking a number one man, referring to a man known as a journeyman; that is, a man that served an apprenticeship and has a certain fitting experience and is generally well versed on mechanical motion and so forth. That is a journeyman.

Now, it is perfectly obvious that you can not take a second class man who might know how to buff a bushing or fit a key and put him on some job where a fine mechanic or motion is required.

So we would dismiss this second class man of necessity rather than suffer the loss of the first class man.

Q. You pay them both the same rate, I take it?

A. No, no, they are not paid the same rate.

Q. Give us a concrete illustration of how the seni-
1698 ority rule works in your department. We are having some difficulty with it. Perhaps you might be able to elucidate.

A. I thought I explained that we never had any occasion to resort to seniority rule.

Q. If you did have occasion, how would it work?

A. I just explained it.

Q. These men that are laid off or are discharged claim they had seniority. The question is whether they, in fact, did have.

A. They might have with regard to employment date, but regarding ability and their classification as a workman they would be on the outside of the fence looking in.

Q. (By Mr. Reynolds): Now, let me get your interpretation of this seniority rule.

Suppose Kalamarie is able to do the work of a burner and has more service with the company than some burner that they have there now. Would you say that a mistake was made in not putting him back there as a burner?

A. Why would we suppose? Why wouldn't we know?

Q. Do you know that?

A. Yes, I would know.

Q. Yes.

A. I would know if I were there, and I would consider Berry a hell of a general manager if he suffered me to be there and I wasn't able to make that decision.

1699 Q. (By Trial Examiner McCarthy): Will you explain that a little more fully?

A. Well, if Kalamarie at the date when he left the burning department had full knowledge of the requirements of a burner and then he would come along later, or any of these men in here would come along later and take charge of the department and through something they would do change the character of the work in order to get out a given production, and then Kalamarie to come back there, he wouldn't be able to fall in step.

Q. You mean this is after he had been promoted, let us say, to arc welding?

A. Yes, then he would come back and wouldn't be able to step into that rank and produce. He would have to go back to the end of the line, I would say. I wouldn't say he had seniority there. Why would you penalize the efficient man?

Q. Now, assume he was an efficient burner.

A. He was at the time, but later on he might not be.

Q. (By Mr. Reynolds): But you just don't give him any chance to go over and show whether he is or not?

A. He would be given the chance but the probabilities are high that he wouldn't be able to produce until he had gone back over and learned the regimen again.

Q. What did you mean then when you said you made it clear to Kalamarie that he was giving up his seni-
1700 ority rights as a burner?

A. Because I told him what was coming at the time—he should stay and learn that and get his dollar an hour and maybe better, and learn that.

Q. (By Trial Examiner McCarthy): You said "learn that." Learn what?

A. Learn the method of cutting as we changed it, the application of the use of oxygen and acetylene gas by different cutting devices.

Q. (By Mr. Reynolds): How many cutters are making a dollar an hour there?

A. I don't know whether they ever put that scheme I had started into effect or not.

Q. You don't know whether the condition changed then after Kalamarie left or not, do you?

A. You understand I am about two blocks away from that and very seldom get over there. In fact, I don't believe I have been back to it over twice since I left.

Q. (By Trial Examiner McCarthy): Is this correct now. Take Kalamarie's case. He was, let us say, an efficient burner. Promote him to arc welding. Does he lose all his seniority rights in the company because he just starts out as an arc welder?

I think that is the nub of this whole question.

A. Does he lose his seniority rights?

1701 Q. Yes.

A. I would say he does, although I don't shape the policy of the company.

Q. No, but as you apply it in your own department it

would be your understanding that he would lose his seniority rights?

I think that is the gist of the testimony so far, but it hasn't been clear to the Examiner.

A. Shouldn't there be a clear cut conception of what is mean by seniority?

Q. That is what I am trying to find out; whether he would be laid off or hold a job.

A. I think the answer is given clearly defined in the cause and the result of what we found.

Q. What do you mean by that?

A. Well, he had no thought of continuing in the cutting department. What he wanted to do was get the arc welding experience so that he could get a job later on the outside.

Q. And to do so he lost his seniority rights?

A. I don't know. I wasn't there.

Q. But let us say the same thing happened in your department; would he lose his seniority rights?

A. I imagine he would.

Mr. Seyfarth: In other words, Mr. Examiner, when a man steps into a different classification with the intention of remaining there permanently his seniority cer-
1702 tainly is affected by the date that he enters into this new classification, and his seniority would then start from there if in the first instance it was intended to remain permanently as an arc welder.

Mr. Reynolds: I object to this argument in the record, not based on the testimony.

Mr. Seyfarth: I am just explaining this to the Examiner.

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Reynolds.) Is it true that the most efficient chipper that you might have out there could have his production cut below the average of the whole group of chippers if his foreman consistently gave him the hardest jobs with the most risers to cut off?

Trial Examiner McCarthy: I think the witness has answered that. He said that that wasn't done and it would be inefficient operation.

Q. (By Mr. Reynolds.) Yes, but it is the fact that if the company or one of its supervisory officials or foremen wanted to be unfair to a man, they could do that sort of thing?

Mr. Seyfarth: I object to that as highly improper. It is argument and it is not based on what is the record.

Mr. Reynolds: I think it is very material. The charge is that the men were discharged for union activity.

Mr. Seyfarth: The proof shows that they weren't.

Mr. Reynolds: And if they could show that they
1703 could also frame up a case against them.

Mr. Seyfarth: Of course, this is a frame up from start to finish.

Mr. Reynolds: No doubt about that.

The Witness: I would like to inject an answer to that, to the cross-examining attorney.

Trial Examiner McCarthy: No, just a minute. Just answer the questions.

Q. (By Mr. Reynolds.) Cumorich was a laborer, wasn't he? He broke up scrap iron?

1704 A. Well, I had several chippers break scrap iron. That wasn't any indication that he was a laborer. He come there and hired as a chipper and grinder.

Q. Yes, but the fact is that he didn't do the jobs that called for the most skill and the most efficient workmanship. You have a certain amount of work that has to be done that a less skilled man could do.

A. That is right, yes.

Q. And his production goes right into the general average, doesn't it?

A. Oh, no, none of their work goes into the general average. Now, you are misled on that statement with regard to indirect labor.

While this card carries an indirect labor charge, yet it sets out an order number and item by which we identify these castings. It also specifies a pattern number and drawing, and in that way in our tabulating department we can find the cost of any individual casting at any time, even though it carries an indirect labor charge.

Q. The cost of individual castings varies with the casting too, doesn't it?

A. Occasionally, yes, that is true.

Q. It varies according to the shape that the casting is in when the chipper starts work on it, doesn't it?

A. Well, those castings would be pretty much uni-
1705 form. Most of the small castings or the castings that Cumorich was working on were made on the bench or the squeezer. They are usually true to pattern and they are just about in a like condition when they come to any chipper, Cumorich not excepted.

Q. Was George Belov's job changed any since last April?

A. I don't know. Since last April?

Q. Yes.

A. No, his job has been generally burning, driving a truck and attending the annealing furnace.

Q. Did he ever give any of the men any directions or instructions about how to do their work?

A. No, he just explained the wording on the time card when they didn't understand it. He was able to speak their language, some of them, when they couldn't interpret the time card or what was to be done. George Belov would do that. Charlie Ram would do it.

Q. (By Trial Examiner McCarthy:) When Cumorich was discharged Cumorich testified that George Belov, the foreman, said, "Here is your money, you got fired; sorry, you were a good man; I don't know why you fired."

Who would give Belov Cumorich's money; the timekeeper or the cashier?

A. I would.

Q. (By Mr. Reynolds.) Belov paid off the men, didn't he, on the night gang?

1706 A. Those two men he did, yes. He didn't pay off any others.

Q. Didn't he pay the others too.

A. Beg pardon?

Q. Didn't he pay the others too from time to time?

A. No.

Q. Never?

A. No, not to my knowledge.

Q. (By Trial Examiner McCarthy.) How was he picked to pay them this time? Was there any particular reason?

A. Because I felt I could trust giving George Belov the money.

Q. It was cash?

A. Just similar to the fact that of the men that are here I might select you as being the safest one to give it to you. My trust might be betrayed, but I might use that as an illustration.

Trial Examiner McCarthy: Strike it.

Q. (By Mr. Reynolds.) Did you say anything to these men on the job about slowing up and loafing?

A. I certainly did.

Q. On five or six different occasions?

A. As often as five or six different occasions, yes.

Q. Those seven cards of George Belov, what period are they taken from?

1707 A. I don't recall the exact date. I guess the attorney there can give you the date. I imagine they are taken at random.

Mr. Seyfarth: April and May.

Trial Examiner McCarthy: Will you make those cards available to the counsel?

Mr. Seyfarth: Yes. April and May of 1937. It is on the rear, Mr. Reynolds.

Q. (By Mr. Reynolds.) This card indicates that Belov's hourly rate was 80 cents, although I see two cards showing 75 cents. Was that the regular hourly rate of all the men in there, including Cumorich and Karbol?

A. Oh, no, the rates vary. You will find other cards in there of 89 cents an hour; that is, not in that group, but we have them.

Q. Did the amount of hours put in by these men vary any?

A. At times, dependent upon the exigencies as they may arise.

Q. Did Belov work, would you say, somewhat more than the average of the gang?

A. Well, if I had a particular job that I wanted extreme care used, George Belov being such a proficient burner, I would call him in earlier and start him out on it, even before the other gang would start. I have done that.

Q. It is indicated on here that Belov was night

1708 checker; is that right?

A. Yes.

Q. You mean to say that he also did work as a burner at the same time that he was checking?

A. He couldn't do that while he was checking. You can't check and burn at the same time.

Q. Well, you mean during the course of the same night he might do both jobs?

A. If there wasn't any checking to do he would burn for the balance of the night.

Q. (By Trial Examiner McCarthy.) Is checker the proper designation for that man?

A. When he is checking it would be.

Q. Well, in a month's time how much checking does he do? Put it that way.

A. I wouldn't know how to answer that.

Q. Well, you were in charge of that department?

A. Well, keeping no record on it, what I tell you would be just a guess.

Q. Yes, but it is the best guess there is.

A. Well, previous to when I went over there I don't know how much he did, but I tried to eliminate as much as I could of the checking by taking care of it in the daytime.

Q. Still what is your answer?

A. Well, now, I could take a random shot at it
1709 and say about 10 per cent of the time would be checking. I don't know how near that is right.

Trial Examiner McCarthy: Just to give us an idea.

Q. (By Mr. Reynolds.) Why would the designation of night checker appear on here if he did most of his time burning?

A. Because he would be the only checker at night that would do checking.

Q. Now, I show you one of these cards here for the days from April 13th to April 16th, inclusive, on which in red letters there are the words "cutting off," and there is a pencil line through that and "night checker" written in above.

A. The object for that is it simply sets out what he was doing. He was not doing any cutting off that night.

Q. Yes.

A. And at that immediate time the reason for making him a checker was to collect all of the castings that were ordered on a particular order so that they would be gotten into the shop and ready to work on and got out on a designated date.

Q. He did no burning then?

A. Not on that date.

Q. I show you these other six cards and ask you whether you can show where there is any burning done on those.

A. I would say not.

Q. That is for a two months' period; April and May of 1937?

1710 A. Yes.

Trial Examiner McCarthy: We will recess until 2 o'clock.

(Thereupon, a recess was taken until 2 o'clock P. M.)

Blank Pag

Blank Page

CLERK'S COPY

Vol. III

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1940

No. 235

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

LINK-BELT COMPANY

No. 236

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

INDEPENDENT UNION OF CRAFTSMEN

ON WRITS OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT

PETITION FOR CERTIORARI FILED JULY 12, 1940

CERTIORARI GRANTED OCTOBER 14, 1940

Blank Page

IN THE

United States Circuit Court of Appeals
For the Seventh Circuit

LINK-BELT COMPANY, A CORPORATION,
Petitioner,

No. 6974 *vs.*

NATIONAL LABOR RELATIONS BOARD,
Respondent.

INDEPENDENT UNION OF CRAFTSMEN,
Petitioner,

No. 7102 *vs.*

NATIONAL LABOR RELATIONS BOARD AND LINK-BELT COMPANY,
Respondent.

Counsel for Link-Belt Co.:
MR. HENRY E. SEYFARTH.

Counsel for Independent Union of Craftsmen:
MR. BENJAMIN WHAM.

Counsel for National Labor Relations Board:
MR. CHARLES FAHY,
MR. ROBERT B. WATTS.

Petitions for Review and Request for Enforcement of Order of the National Labor Relations Board.

Blank Page

INDEX.

Petition of Link Belt Company to review and set aside an order of the National Labor Relations Board 1

Appendix A—Further particulars in connection with subparagraph (15) of paragraph 16 of petition 23

Appendix B—Further particulars in connection with subparagraph (17) of paragraph 16 of petition 31

Appendix C—Further particulars in connection with subparagraphs (19) and (21) of paragraph 16 of petition 33

Appendix D—Further particulars in connection with subparagraph (23) of paragraph 16 of petition 36

Appendix E—Further particulars in connection with subparagraph (28) of paragraph 15 of petition 38

Appendix F—Further particulars in connection with subparagraph (30) of paragraph 16 of petition 39

Answer of the National Labor Relations Board to petition of Link Belt Co. for review, and request for enforcement of order 39

Petition of Independent Union of Craftsmen to review and modify an order of the National Labor Relations Board 45

Answer of National Labor Relations Board to petition of Independent Union of Craftsmen to review order 54a

PROCEEDINGS BEFORE NATIONAL LABOR RELATIONS BOARD.

Complaint 55
Rules and Regulations of the National Labor Relations Board 61
Order of Mar. 11, 1938, designating Trial Examiner. 90
Charge—second amended 91
Affidavits of service 93
Post Office return receipts 94-95
Answer of respondent to complaint 96
Motion for intervention by Independent Union of Craftsmen and Local Lodge No. 1 thereof 99

PROCEEDINGS BEFORE TRIAL EXAMINER.

Colloquy 102, 106, 925, 1287

WITNESSES FOR NATIONAL LABOR RELATIONS BOARD.

Abbott, O. R. 582
Balcauski, Stanley 656
Berry, Edward L. 109
Bozurich, Paul 421, 1235, 1290
Cousland, James 112
Cumorich, Nick 409, 1218
Johnson, Fred 312
Johnson, Harry 569, 1265
Kachka, Alex 361
Kalamarie, John 621, 1208, 1222
Karbol, Mike 560, 1225
Lackhouse, Frank 279
Lackhouse, Joseph 527
Novak, Joseph E. 216, 697, 1214
Pronsktes, Dominick 639

Robinson, Julius 549
Salmons, Louis 142, 228, 1228
Solinko, Frank 264
Solinko, Pete 241
Sorensen, Nels Carl 370
Sullivan, Donald 343
Thomas, Joseph 540
Tomas, John 353
White, Edward 347

WITNESSES FOR INTERVENER (INDEPENDENT UNION OF CRAFTSMEN).

Bailey, John W. 879
Balton, Walter 878
Brucks, Hubert 828
De Runtz, Leo 891
Erickson, Russell Paul 882
Friberg, Alvin N. 835
Froling, Ray 809
Greenlee, William J. 874
Jamison, Edgar E. 924
Jeske, Joseph 901
Johnston, Archibald 920
Kowatch, John J. 856
Kresge, Ralph C. 869
Kubicki, Frank 903
Linde, George F. 712, 1267
Litster, John 789
Lubenkov, John 906
Nordine, August 917
Richards, William C. 896
Rosenbaum, Arthur H. 848
Ross, Arthur B. 104, 830, 1207
Smith, Edward 894

Speiser, Joseph 911
Sterling, William 888
Szabo, Joseph 915
Workman, John L. 899

WITNESSES FOR RESPONDENT.

Berry, Edward L. 1125
Carlson, Fred 999
Conroy, William A. 1122
Elsen, John J. 1040
Forss, Joseph 1005
Leonard, Charles 1002, 1097
Masilionis, Mike 1012
McKinney, Ed L. 1062, 1095
Morley, William A. 1018
Olson, Axel E. 1044
Peters, William 1027, 1270
Pyle, Fred L. 1015
Siskauskis, William 1049
Skeates, Fred B. 928, 1107, 1283
Staskey, S. A. 992
Wright, Edgar Wellington 1057

NATIONAL LABOR RELATIONS BOARD EXHIBITS.

1—Complaint with copy of Wagner Act and Rules and Regulations of N. L. R. B. attached..... 55
Second amended charge filed March 1, 1938..... 91
Affidavit of Service on respondent and I. U. of C. 93
Affidavit of Service on Lodge 1604 (C. I. O.).... 93
Answer of Respondent to Complaint..... 96
Motion for intervention by Independent Union of Craftsmen and Local Lodge No. 1..... 99
Order designating trial examiner 90

2—Stipulation signed by Reynolds (attorney for Board) and Berry re incorporation and interstate commerce 1291
3—Report of Senate Committee on Education and Labor re industrial espionage (excerpts from)..1293
4—Hearings before Senate Committee on Education and Labor re industrial espionage (excerpts from) 1294
5—Constitution and By-laws of Employees' Board..1296
6—Minutes of meetings of Employees' Board of May 26, 1935, Mar. 31, 1936, April 28, 1936, May 26, 1936, and June 30, 1936.....1301
7—Social Security card for Waldemar Bjork.....1307
8—Social Security card for Louis Salmons.....1307
9—Vouchers showing payments from S. W. O. C. for organizing services for period Sept. 28, 1936, to Dec. 21, 1936 1309
10—Agreement between Link Belt Co. and Independent Union of Craftsmen, dated Apr. 21, 1937....1311
11—Statement headed "Withdrawal" signed by Louis Salmons at Board offices 2 or 3 days before he returned to work.....1312
12—Affidavit of Frank Solinko re circumstances under which he joined I. U. of C. 1312
13—White membership application card of Independent Union of Craftsmen 1313
14—Karpen & Bros. Furniture Co. income tax report re Nick Cumorich for 1937 ($425.00).....1313
16—Proposed constitution of Independent Union of Craftsmen 1314
17—Proposed By-laws of Independent Union of Craftsmen 1317
18—Correspondence between Link Belt and National Metal Trade Ass'n between June 9, 1933, and April 30, 1937 1321-1336

18-A—Document, "Some Questions and Answers Covering the Wagner Act".....1336
19—Invoice of Link Belt 1339
20 Notice of meeting of I. U. of C. of June 1, 1937..1340
21—Notice of I. U. of C. re election of girl stewards.1340
22—Notice of meeting of I. U. of C. of April 22, 1937 1340
23—Notice of I. U. of C. that initiation fee of $3 would be imposed if not signed up by Sept. 1, 1937 1340

RESPONDENT'S EXHIBITS.

1—Blueprint of Link Belt plant showing departments prior to remodeling 1343
2—Notice dated April 12, 1937, signed by Berry re circulating false information concerning pay increases 1345
3—Notice of dissolution of Employees' Board dated April 19, 1937, signed by Berry for company and members of Employees' Board 1345
4—Summary of Iron Foundry operation (14 sheets).1346
5—Summary of Steel Foundry operation (14 sheets).1360
6- 6A—Steel cleaning floor seniority table....1374-1383
7- 7A—Iron floor seniority table 1375-1384
8- 8A—Core room seniority table 1376-1385
9- 9A—Apprentices' seniority table 1376-1386
10-10A—Carpenters' seniority table.....1377-1386
11-11A—Charging floor and cupula seniority table... 1377-1387
12-12A—Sprocket floor seniority table.....1378-1387
13-13A—Bench floor seniority table.....1378-1388
14-14A—Machine floor seniority table.....1379-1388
15-15A—Steel floor seniority table.....1379-1389
16-16A—Iron cleaning floor seniority table.....1380-1390

17-17A—Night shakeout seniority table.....1381-1391
18-18A—Converter seniority table 1381-1391
19-19A—Patternshop seniority table 1382-1392
20—Store issue for I. U. of C bulletin boards.....1393
24—Belov time cards (7) 1395
25—Boring mill (DMK) seniority table.....1411
26—S. W. O. C. application card signed by Louis Salmons 1412
27—Notice dissolving N. R. A. Union dated 4-19-37..1413
28—Letter, Apr. 21, 1937, Kaufman to Berry authorizing him to recognize I. U. of Craftsmen.....1413
29—Letter, May 7, 1937, I. U. of C. to Berry requesting agreement to start negotiations for working contract 1414
30—Chart showing Manit System.....1415
31—Comparison of Mike Karbol with other men....1419
32—Comparison of Nick Cumorich against Manit System 1419
33—Labor time card 1417

EXHIBITS OF INTERVENER, INDEPENDENT UNION OF CRAFTSMEN.

1—Agreement dated April 21, 1937, between Link Belt and I. U. of C. recognizing I. U. of C. as exclusive representative of all employees.....1420
2-2A—I. U. of C. application lists and 101 white cards containing names 1420
3A-B—I. U. of C. white application cards (List of).1430
4—By-laws adopted by general meeting.....1440
5—By-laws adopted by stewards 1444
6—Articles of Incorporation of Independent Union of Craftsmen 1447
7—By-laws adopted after incorporation on Aug. 9, 1937 1451

8—Draft of contract with company with penciled notations made at conference 1457
9—Final draft agreed upon by Link Belt and I. U. of C. subject to approval 1460
10—Statement of policy of Link Belt dated Dec. 6, 1937 1464
11—Statement of vacation policy signed by Berry and dated Dec. 8, 1937 1467

Intermediate report 1469
Motion of Lodge 1604 of Amalgamated Association of Iron, Steel & Tin Workers for extension of time for filing exceptions to intermediate report.....1488
Letter, May 20, 1938, N. L. R. B. to Lodge 1604.....1489
Exceptions of respondent to record and intermediate report 1490
Exceptions by Independent Union of Craftsmen to intermediate report 1512
Exceptions of Lodge 1604 of Amalgamated Association of Iron, Steel & Tin Workers to intermediate report 1516
Notice of hearing before National Labor Relations Board 1517
Letter, Nov. 21, 1938, N. L. R. B. to Pope & Ballard..1518
Hearing Dec. 20, 1938.....1519
Decision filed May 12, 1939.....1519
Statement of the case 1520
Findings of fact 1523
Conclusions of law 1553
Order to cease and desist, etc., entered May 12, 1939.1553
Post-Office return receipts 1556-1558
Affidavit as to service 1559
Certificate of National Labor Relations Board.....1560

Proceedings in U. S. C. C. A., Seventh Circuit 1562
Stipulation as to record and consolidation for purpose of argument 1562
Opinion, Kerner, J., ... 1565
Opinion, Treanor, J., concurring in part and dissenting in part 1574
Judgment order 1580
Decree 1581
Clerk's certificate 1582
Orders allowing certiorari 1584

Blank Page

1711 After Recess.

(Whereupon, the hearing was resumed, pursuant to recess, at 2 o'clock P. M.)

Trial Examiner McCarthy: Mr. Reynolds was not finished with Mr. McKinney. Here he is.

Mr. Seyfarth: All right.

Trial Examiner McCarthy: You may proceed.

ED L. McKINNEY, a witness recalled by and on behalf of the respondent, Link Belt Company, being previously duly sworn, was examined and testified further as follows:

Cross-Examination (Continued).

Q. (By Mr. Reynolds.) Mr. McKinney, you mentioned a conversation with Mr. Skeates about seniority policy of the company. Do you recall when that took place?

A. I don't think I submitted any testimony to that effect.

Q. (By Trial Examiner McCarthy.) Did you have a conversation with Mr. Skeates on the subject?

A. I didn't testify to that.

Q. Well, now would you so testify?

A. No.

Q. You never had any conversation with Mr. Skeates about seniority?

A. Not relative to seniority, no. I said that I presumed—

Trial Examiner McCarthy: We don't care about 1712 your presumptions. All we want is fact.

Q. (By Mr. Reynolds.) Do you attend foremen's meetings and supervisors' meetings?

A. Yes.

Q. Is the subject of seniority ever brought up in those meetings?

A. I have never heard it discussed at those meetings.

Q. Then the information that you gave to Mr. Kalamarie was your own interpretation of seniority?

A. Based on what I had seen in other unions, yes.

Q. You mean in other plants?

A. In other unions. For instance, the rail union.

Q. Well, let us take a conductor on a railroad. Suppose the work drops off and there is only enough for five con-

ductors. What does the sixth conductor do? Is he out of a job until work picks up again?

A. I don't know anything about the conductors' union. I am talking about the engineers and firemen.

Q. Well, let us take an engineer. Suppose there is work for five engineers. What does the sixth engineer do?

A. He is out, I imagine.

Q. Doesn't he go back and fire?

A. I don't think so.

Q. Have you ever been around a railroad?

A. No, but I have a brother-in-law that is a rail-
1713 road engineer.

Q. Well, do you think that if there was no more job for him running an engine that he would be out of employment?

A. That is the way I understand it, yes.

Q. Even if he had worked for forty years for the railroad he couldn't go back and fire?

A. That is the way I understand it.

Mr. Reynolds: That is all.

Mr. Seyfarth: Just a minute.

Redirect Examination.

Q. (By Mr. Seyfarth.) Now, Mr. McKinney, did you talk to Mr. Fred Skeates before hiring or firing anybody?

A. Before firing. I never hired anybody.

Q. You never hired anybody, but before firing anybody you talked to Mr. Fred Skeates?

A. That is right.

Q. Did you talk to Mr. Fred Skeates at any time about Kalamarie?

A. Yes.

Q. Did you talk to Mr. Skeates before or after Kalamarie had requested a change to an arc welder?

A. Yes.

Q. When was it, before or after he had requested the change?

A. Before and after.

Q. Both before and after?

1714 A. Yes.

Q. Now, is it or is it not a fact that the so-called 55 account—do you know what I have reference to?

A. Yes.

Q. (Continuing.) —the 55 account number as it ap-

pears on the labor cards and time cards is for burning, checking, trucking, sweeping and oven tending?

A. That is right.

Q. It covers any one of them or all of them; is that right?

A. That is right.

Trial Examiner McCarthy: Is that an accounting regulation? The accounting department sets it up that way?

Mr. Seyfarth: That is an accounting department regulation.

Have you any questions to ask?

You are from Mr. Wham's office?

Mr. King: Yes.

Trial Examiner McCarthy: You may proceed. Would you like to ask some questions?

Mr. King: No, no questions.

Mr. Reynolds: No questions.

Trial Examiner McCarthy: That is all, Mr. McKinney.

(Witness excused.)

Mr. Seyfarth: Mr. Leonard, please.

Trial Examiner McCarthy: Are you recalling him?

1715 Mr. Seyfarth: Yes, to put in an exhibit that wasn't put in.

Trial Examiner McCarthy: He was sworn.

Mr. Seyfarth: Will you mark this Respondent's Exhibit 25, for identification?

(Thereupon the document above referred to was marked as Respondent's Exhibit No. 25, for identification.)

CHARLES LEONARD, a witness recalled by and on behalf of the respondent, Link Belt Company, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) Mr. Leonard, I show you Respondent's Exhibit No. 25 for identification and ask you whether or not that is a list of employees in your department.

Trial Examiner McCarthy: That is the boring mill department?

Mr. Seyfarth: That is the boring mill department.

The Witness: That is right.

Q. (By Mr. Seyfarth.) Does that list also state be-

sides their name and number the occupation, the hiring date and the lay-off date?

A. That is right.

Q. And is it broken down to the particular occupa-
1716 tion that the employees were in?

A. That is right.

Q. Now, I call your attention to the name H. Johnson appearing sixth on the list. Do you know H. Johnson?

A. I do.

Q. His name is Harry Johnson, is it not?

A. That is right.

Q. When was he hired?

A. Well, according to this list, 10-30-35.

Q. And when was he laid off?

A. 12-4-37.

Q. Now, you will notice the name of E. Behounek above Johnson.

A. Yes, sir.

Q. What is Behounek's first name?

A. Edward.

Q. Is he sometimes known as Eddie?

A. That is right.

Q. He was hired 3-9-36; is that right?

A. That is right.

Q. In other words, he was hired after Johnson was hired?

A. Yes, sir.

Q. And Mr. Behounek was not laid off; is that right?

A. That is right.

Q. Now, there is a notation there, "Injured."
1717 What is the fact as to whether or not Behounek was injured during the course of his employment with Link Belt Company?

A. Well, Eddie got a piece in his eye and was unfortunate enough to have a cataract form on his eye, and he still is under the doctor's care.

Q. Is he able to look out of that one eye that was injured?

A. Not that I know of.

Q. In other words, he is blind in one eye?

A. Yes.

Q. Do you know the company's practice regarding employees who been so injured during the course of their employment with regard to laying them off?

A. Well, I don't think they can lay an injured man off.

Q. (By Trial Examiner McCarthy.) Is that state law?

A. I am not sure about that.

Q. (By Mr. Seyfarth.) You don't know whether that is the law?

A. I don't know, no; but we have never laid anybody off that was under the doctor's care.

Q. In your experience with the Link Belt Company do you know of any occasion where, say, a man was severely injured, such as losing the sight of an eye—do you know of any such case where such a man was laid off in a slack period?

A. No, I don't.

Q. To your knowledge does the company try for
1718 reasons of humanity to keep those men in employment?

A. Yes, sir.

Q. Now, do you know H. McCafferty?

A. I do.

Q. He was hired by the company on 6-17-35; is that right?

A. That is right.

Q. When did he come into your department, if you remember?

A. No, I don't remember. I don't have any of those dates myself.

Q. Do you know whether or not he came in the department before or after Johnson?

A. Well, I think he came in the department before, but I couldn't swear to it because I don't keep the dates.

Q. You don't know whether he came in before or after?

A. No.

Q. Do you know whether or not H. McCafferty is an exceptionally good workman?

A. He is a good workman, yes, sir.

Q. Do you know whether or not Harry Johnson is a good workman?

A. Well, Harry Johnson was all right.

Q. Of the two which one was the better workman?

Mr. Reynolds: I object on the ground that it is immaterial. There is no claim of incompetence made in the defense.

1719 Mr. Seyfarth: That is not my point. My point is this, if the Examiner please; that in the question of laying off there is a latitude allowed the company for degrees of skill that an employee might possess, and it is our contention that in this particular instance McCafferty was a superior workman to H. Johnson.

Trial Examiner McCarthy: You may answer.

The Witness: I would say yes.

Q. (By Mr. Seyfarth.) Do you know anything about his adaptability to operating the various machines in your department?

A. Well, yes. I had had him on larger machines than that, and he was a good man to transfer out on to a large machine when the work warranted it.

Q. Would you say that McCafferty was the better man for the purpose of transferring on another or larger machine than H. Johnson?

A. I would.

Trial Examiner McCarthy: What does the initial N mean on this exhibit?

Mr. Seyfarth: That means night, if the Examiner please. Is that true, Mr. Witness?

The Witness: That is right. They were night men.

Mr. Seyfarth: You may cross-examine.

Cross-Examination.

1720 Q. (By Mr. Reynolds.) How many of these men in the small mill here have done these other jobs in your department?

A. Well, Kaline, and H. Johnson just before he went on nights and was laid off we were starting to break him in on a large mill.

Q. Has Einwalter ever worked on anything except the small mill?

A. I think Einwalter has run the big mills also, and also Nemejc.

Q. Has Mr. Johnson worked any other place beside the small mill?

A. Well, I was breaking him in on the large mills. I had just started. He run them a while.

Q. What do you mean? Oh, the large mill is the classification right below.

A. That is right.

Q. Are there any jobs in that department that these men have done? Cylindrical grinder, shaft lathe?

A. Well, Nemejc has. He has run the sprocket lathes. Behounek has run a machine that we have, a special machine for boring rollers. I don't see it listed here, but it don't require a steady man. That is why probably it is not on there.

Q. (By Trial Examiner McCarthy.) Who prepared this exhibit?

A. I don't know. I imagine the foreman. I am not sure.

1721 Trial Examiner McCarthy: Just a minute. Could you tell us who prepared the exhibit?

Mr. Seyfarth: Yes. The information was obtained by Mr. Skeates when he got the other information, and it was made up by Mr. Miller, who is this man's superior, but the physical exhibit was prepared by Mr. Skeates, the information obtained by Mr. Miller.

Q. (By Mr. Reynolds.) Now, where did Mr. McCafferty work before he was in the small mill?

A. He worked in the shipping department, or receiving. Now, I don't know which one it was.

Q. (By Trial Examiner McCarthy.) What department is this "DMH"?

A. That is mine.

Q. What is the description of it?

A. Well, they call it the boring mill department.

Trial Examiner McCarthy: Does this exhibit, Respondent's 25, act as a supplement to Respondent's Exhibits 6 to 19?

Mr. Seyfarth: No, it is not a supplement at all. It is a separate and distinct exhibit, if it pleases the Examiner.

Trial Examiner McCarthy: On the same subject?

Mr. Seyfarth: No, a different subject. This is the first time the question of Mr. Johnson has come up in the

1722 respondent's case; is that not true, Mr. Reynolds?

Mr. Reynolds: That is right.

Trial Examiner McCarthy: Excuse me, but the same principles apply to the case of Johnson as apply to the cases of Cumorich and these other men that were discharged; is that your point?

Mr. Seyfarth: No, we are not claiming this man was discharged for cause. We claim he was laid off. We claim he was laid off with seniority with the exception of Mr. Behounek who had his eye taken out.

Q. (By Mr. Reynolds.) Now, the exhibit indicates that Mr. McCafferty started work on June 17, 1935. Is that the date he started in the shipping room?

A. Well, I take it from this testimony. I don't have the record f that now.

Trial Examiner McCarthy: We would like your knowledge of the fact. We are trying to ascertain what the contents of the exhibit is based on.

The Witness: Well, I would say that is about the time he started.

Q. (By Mr. Reynolds.) How long did he work in the shipping room before he came over to your department?

A. Well, now, that is something that I can't answer.

Q. (By Trial Examiner McCarthy.) But he was employed in the shipping room before he came to work for you?

1723 A. He was transferred from the shipping room to me.

Q. So you don't know the significance of this column "Hired" then, do you?

A. No.

Trial Examiner McCarthy: Have you got a witness who will testify as to what it means?

Mr. Seyfarth: We will supply that.

Q. (By Mr. Reynolds.) How about Mr. Panos here? Was Mr. Panos originally in your department?

A. No, sir, he was transferred to my department.

Q. Transferred from what department?

A. Well, he worked in the planning room.

Q. Do you have any idea when he was transferred to your department?

A. No, not as far as the dates are concerned.

Q. Now, did Mr. Nemejc start in your department?

A. Yes, sir, he did.

Q. He started there?

A. Yes, sir.

Q. Mr. Johnson started there too, didn't he?

A. I believe he did.

Q. Now, if it should develop to be the fact that McCafferty and Panos both came over to your department after Nemejc and Johnson had started in your department, which two of the four men would have seniority over the other two?

1724 Mr. Seyfarth: I object to the question. It is hypothetical in nature, if it pleases the Examiner.

Trial Examiner McCarthy: You may answer it. I would like to know what the answer to that is.

The Witness: I didn't get that straight, I don't believe.

Trial Examiner McCarthy: Will you read the question?

(Question read.)

The Witness: Well, according to the date started, I would say Panos and McCafferty.

Mr. Reynolds: Yes.

The Witness: Or I mean—now, let me get this straight.

Trial Examiner McCarthy: Better read the question again.

Have you got that question pretty clear in mind?

The Witness: Well, according to seniority he wanted to know which two would be kept, is that right?

You understand I have nothing to do with the laying off of these men there. That is why I don't keep a record of it.

Q. (By Mr. Seyfarth.) You didn't lay off these men, did you?

A. No, sir.

Q. Mr. Miller laid them off?

A. That is right.

Q. He is your superior?

A. That is right.

1725 Mr. Seyfarth: I think you will get more accurate information from Mr. Miller: I will call him to the stand in just a minute.

Mr. Reynolds: All right.

Q. (By Mr. Reynolds.) Has Mr. Einwalter been continuously in your department?

A. Yes, sir.

Q. Since 1930?

A. Yes, sir.

Q. And Mr. Kaline?

A. Yes, sir.

Q. And Mr. Hokinson?

A. That is right.

Q. Now, if the work in the boring mill department dropped off to such an extent that you would have to lay all the men in the small mill off down to Mr. Kaline, leaving only two there, would Mr. Einwalter be transferred to some other place in your department rather than let out entirely?

A. Well, there is no other place I could put him. He is not equipped or he is not trained to run anything but a boring mill.

Q. Yes, but if any of the men that were to be laid off had experience on one of these other jobs would you put him on there if he had seniority over the man that was on the other job?

1726 A. Well, I think I would.

Mr. Reynolds: That is all.

Mr. Seyfarth: Just a minute.

Redirect Examination.

Q. (By Mr. Seyfarth.) In judging the men in your department did you take into consideration their ability to operate different mills?

A. Yes, sir.

Q. You also took into account how efficient a workman each man happened to be?

A. That is right.

Q. And if you had two workmen who had approximately the same degree of efficiency but one was able to operate a large mill as well as a small mill you would favor the man who was able to operate the two different kinds of mills, wouldn't you?

A. Yes, sir.

Q. He would have more of a value to you?

A. Yes, sir.

Q. That is, you as a foreman—

A. Yes, sir.

Q. —and charged with the duty of getting out the work in that department?

A. That is right.

Q. And such a man who was efficient and had
1727 adaptability would be kept in preference to a man who did not have adaptability but who had a little more seniority; isn't that right?

A. Well, I would say yes.

Q. You are engaged here in making a special kind of a product. It is an operation that requires a degree of skill; isn't that correct?

A. Yes, sir.

Q. This isn't unskilled labor you are dealing with in this department?

A. No, this is skilled labor.

Q. Would you term them highly skilled laborers?

A. Well, some of them are highly skilled, yes.

Q. They get paid good wages, don't they?

A. Yes, sir.

Q. About how much do they make an hour?

A. Well, now,—

Q. Just in round figures.

A. That depends. Maybe up to 85, 90 cents.

Q. (By Trial Examiner McCarthy.) How many of them make 85, 90 cents?

A. I imagine all of them down here on these larger mills get up around that.

Q. That is four men?

A. You mean that average that or that their
1728 hourly rate is that?

Q. Their hourly rate is that, yes.

A. These fellows, a good many of them average 90 cents an hour, as far as averaging is concerned, but I don't know their rates, because I don't have a record of their rates.

Q. (By Mr. Seyfarth.) As a general proposition do the men on the large mills get more than the men on the small mills?

A. Yes, sir.

Q. About how much more per hour, in round figures?

A. I would say fifteen cents per hour.

Mr. Seyfarth: That all.

Recross Examination.

Q. (By Mr. Reynolds.) Now, may I ask you what kind of an occupation "broach" is? What is a broach?

A. Well, that is a machine we use for, well, you might say keyseating. It is putting splines in wheels.

Q. Is that skilled work?

A. Well, it is not highly skilled, although it is skilled. A man has to be able to caliper.

Q. Did Mr. Johnson do that work?

A. He never has, no, and that is a heavy class of work. I don't think Mr. Johnson would have fit on a machine like that.

Q. As long as you only have one man on that job—as long as you have that machine, then, Mr. Schultz will operate it?

1729 A. Well, Mr. Schultz hasn't worked for several weeks. We have no work on that machine at all.

Q. (By Trial Examiner McCarthy.) He is laid off, is he?

A. Well, I don't know whether he is laid off.

Q. He hasn't been working?

A. He hasn't been working for two or three weeks.

Q. (By Mr. Reynolds.) How about this cut-off job? What is that?

A. Well, that is a man that takes care of the shafting.

Q. Is that a skilled job?

A. I would say yes.

Q. Then as long as you need a cut-off man Mr. Konetski will keep that job?

A. Well, he is broken in. He knows how to keep inventory on the shafting and run all those machines. It is quite a job.

Q. But suppose you had a man with ten or fifteen years with the company that had to be laid off; would you put him on the job as a cut-off man if he could learn the job?

A. If he could learn it, but it would take a long time to learn a job like that. There is quite a bit to that job.

Q. (By Trial Examiner McCarthy.) You wouldn't put him on unless he had experience, would you?

A. No.

Q. (By Mr. Reynolds.) There is only one man in your department with experience on that job; is
1730 that right?

A. No. We have another man, John Miller, that can also operate that job in case Mr. Konetski is off.

Q. Who is John Miller? His name doesn't appear here, does it?

A. It appears on "Keyseaters."

Trial Examiner McCarthy: "D. Miller."

The Witness: Or D. Miller, rather.

Q. (By Mr. Reynolds.) Is there any other man that can do the broach job?

A. Yes, sir.

Q. Who is that?

A. V. Milbacher. When he don't have enough keyseating, if we have to we can put him on the broach.

Q. (By Trial Examiner McCarthy.) Then you would let Schultz go?

A. I wouldn't say that he was let go, but there is no work there at all, so I imagine that he would be let go if he hasn't been let go.

Q. (By Mr. Reynolds.) Well, the fact of the matter is that you transfer the men around on jobs that they can do more or less according to your needs, don't you?

A. Well, we have to when we are slack.

Mr. Reynolds: That is all.

Mr. Wham: That is all.

1731 (Witness excused.)

Mr. Seyfarth: Mr. Skeates, please.

Mr. Examiner, I have the exhibits that related to the employees in the foundry revised so as to conform with your request.

Trial Examiner McCarthy: Well, it wasn't my request

so much as to conform with the practice as he understood it. Is this the way the system works now?

Mr. Seyfarth: This is broken down into occupations, you see.

Trial Examiner McCarthy: And that is the standard?

Mr. Seyfarth: That is the system that is ordinarily employed.

Trial Examiner McCarthy: In this plant?

Mr. Seyfarth: In the plant.

Now, will you mark each one of these sheets, Mr. Reporter, Respondent's Exhibits 6-A to 19-A successively, the first one consisting of two sheets?

(Thereupon the documents above referred to were marked as Respondent's Exhibits 6-A to 19-A, for identification.)

FRED B. SKEATES, a witness recalled by and on behalf of the respondent, Link Belt Company, being previously duly sworn, was examined and testified further as follows:

1732 *Direct Examination.*

Q. (By Mr. Seyfarth.) Mr. Skeates, will you take the exhibit?

Now, I will ask you if you segregated the various sheets denominated Respondent's Exhibits 6 to 19, both inclusive, for identification, into various occupations which are now Respondent's Exhibits 6-A to 19-A, both inclusive.

A. Yes, sir.

Q. Calling your attention to Exhibit 6-A, will you state where John Kalamarie's name appears there?

A. Fifth from the top.

Q. There are two arc welders, are there not, on the steel cleaning floor?

A. Yes, sir.

Q. C. Novak being one and John Kalamarie the other?

A. Yes, sir.

Q. C. Novak was hired June 22, 1936?

A. Yes, sir.

Q. And he was laid off November 29, 1937; is that correct?

A. Yes, sir.

Q. Kalamarie was hired previous to Novak; that is, on the 11th day of November, 1935, is that right?

A. Yes, sir.

Q. And he was laid off after C. Novak; that is to say, on November 30, 1937?

1733 A. Yes, sir.

Q. So that there is nothing so terrible about that, is there, Mr. Skeates?

A. No, sir.

Mr. Reynolds: I object and ask to have the question and answer stricken.

Trial Examiner McCarthy: What do you mean by "terrible"?

Mr. Seyfarth: Well, I don't see how an inference can be drawn from a thing like that.

Q. (By Mr. Seyfarth.) Now, will you turn to Exhibit 7-A, sir? Does the name of Paul Bozurich appear on 7-A?

A. Yes, sir.

Q. Where does it appear?

A. It appears the fifth name from the top of the sheet; the second name in the list of classification under moulder.

Q. Now, on the 9th of November, 1937, there were two moulders that were laid off; is that right?

A. Yes, sir.

Q. The first one to go was Gus Larson; who was hired on the 19th day of May, 1936, and the second one was Paul Bozurich, who was hired on the 22nd day of April, 1936?

A. Yes, sir.

Q. Now, are there any other moulders in the department who were hired after Paul Bozurich who are still working?

A. No, sir.

1734 Q. Now, will you turn to Exhibit 8-A, please? Does the name of Stanley Balcauski appear on that exhibit?

A. Yes, sir.

Q. Will you tell the Examiner where it appears, please?

A. Eleventh name from the top.

Q. Now, are there any names appearing under "core maker" who were hired after Balcauski; that is to say, on the 4th of May, 1936, and who were laid off after Balcauski?

A. The second name from the top is the name of

Norman Parker. His listed occupation is a core maker. He was hired on the 21st of June, 1937.

Q. Is he the young man that you testified was hired as an apprentice?

A. He was hired as a student during summer vacation.

Q. Now, I notice that on the next page entitled 9-A you have some apprentices there and no apprentices were laid off. How does that happen?

A. We never lay any apprentices off. The apprentices will stay until they have completed their apprentice training, and they will probably be there as long as the plant operates.

Q. Would you say that at the time that Balcauski was laid off on the 17th of November, 1937, that's about the situation Norman Parker was in?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) What is the 1735 distinction between Parker and these apprentices?

A. Parker when he first came into the shop to work was attending school and he was to work during the summer vacation and go back to school. After the summer vacation period had ended he came to me and wanted to know if he could stay working in the shop; he didn't want to go back to school, and he would like to get on the apprentice crew. I told him I hadn't considered him as a permanent apprentice at the time he came into the shop but I was willing to keep him on trial and if I felt that he was qualified and really cared enough to stay in the foundry business I would consider putting him on the regular apprentice group. That was the reason.

Q. (By Mr. Seyfarth.) Now, did you lay off Mr. Parker on the 10th of March, 1938, because of a general lay-off, or did you lay him off or did you discharge him because he didn't measure up to the standard of apprentices?

A. Well, I was satisfied—I was forced to lay off some more men due to the slackening of work, and I was satisfied in my own mind at that time with his performance that he would not qualify as a regular apprentice in a foundry. I don't believe he was adapted to foundry work, and I discussed it with him and he agreed with me, and I laid him off with the rest of the men in that department for no work.

Q. Calling your attention to Respondent's Exhibit 15-A—

Trial Examiner McCarthy: What floor is that?

1736 Mr. Seyfarth: That is the steel floor.

The Witness: Steel floor.

Q. (By Mr. Seyfarth.) I notice here that there is a man by the name of E. Kavalauskas whose name appears fifth from the top of the floor moulders.

A. Yes, sir.

Q. He seemed to be hired on the 16th of September, 1936, and he didn't get laid off with some of these fellows here that were hired before the 16th of September, 1936. Was there any reason for that, Mr. Skeates?

A. Well, yes, sir. There is one man above him that was hired in March of '36.

Q. He had about six months' seniority on Kavalauskas, didn't he?

A. Yes, sir, but this man Kavalauskas had worked in a foundry about twenty years prior to this last date here, and he is a very skilled man, he had a lot of experience and he was highly skilled in comparison to Petrouski, and I laid off Petrouski in preference, to keep this man.

Q. You felt that Kavalauskas had more of a utility to you than Petrouski, is that right?

A. Yes, sir. Petrouski was a young boy really. You can see, he has only been in the foundry, hardly a year.

Q. Well, is he the same Zenon Petrouski that so many witnesses have testified took a list for the Independ-

1737 ent Union around and had it signed?

A. Apparently he is the same man.

Q. And you laid off that Independent Union man?

A. It don't make any difference to me if they belong to the Independent Union or any union. I didn't consider it.

Mr. Seyfarth: Somebody ought to draw an inference from that.

Mr. Wham: I notice Norman Parker was laid off, too.

Mr. Reynolds: I object to this off the record—these remarks.

Trial Examiner McCarthy: What was that?

Mr. Wham: I say I notice Norman Parker was laid off too.

Q. (By Mr. Seyfarth.) Now, will you turn, please, to Respondent's Exhibit 19-A, the last page, entitled "Pattern Shop"? I notice there is a man there by the

name of A. Carlson, whose name appears fourth from the top of wood pattern makers. Do you see that name?

A. Yes, sir.

Q. I notice that he was hired on the 26th of September, 1936.

Mr. Wham: October.

Q. (By Mr. Seyfarth.) Or of October. And he was not laid off even though there were some of these men here that were hired before he was hired that got laid off. How does that happen?

1738 A. Well, this man Carlson had worked for the company in the pattern shop from several years prior to this date, and he has a great deal of experience. He is a fast man and he has done a lot of work in the foundry as foundry carpenter in making flasks, and I took the stand that he was more valuable in that he could be used as a flask man, flask carpenter in making flasks from pattern boards, than these other three men, although if we had to lay off any more he would have to be the man to go; I would have to sacrifice him.

Mr. Seyfarth: You may cross-examine.

Cross-Examination.

Q. (By Mr. Reynolds.) How about Mr. Walznak there? Why wasn't he laid off before these other three men in the pattern shop?

A. Mr. Walznak; that is the man right below Mr. Carlson?

Q. Yes.

A. He was hired in April of 1936.

Mr. Seyfarth: That is subsequent to the time the others were hired, Mr. Reynolds.

Q. (By Mr. Reynolds.) Would the fact that Mr. Carlson was related to the foreman in that department have anything to do with his being retained?

A. No, sir.

Q. The fact is you don't have any definite senior-

1739 ity policy, isn't it?

A. Yes, sir, absolutely.

Q. But you can take hold of some unusual circumstance and make that alter the case any time you feel like it, can't you?

A. No. The only point, where if it is practical and ability and don't retard production.

Q. Now, would you say that this new exhibit you fixed

up, 6-A to 19-A, represents the seniority policy of the company?

A. Yes, sir.

Q. So that seniority is by occupation and not by department?

A. Within their department.

Q. But the individual occupation within a particular department?

A. Yes, sir.

Q. And not by the department itself?

A. In occupation in that department where they are specialized.

Q. Well, now how many different seniority classifications are there in the steel cleaning floor?

A. Well, we have a checker group—

Trial Examiner McCarthy: You can just count the groups. Wouldn't that be easier?

The Witness: Yes, sir, that would cover it.

1740 There is twelve groups in there.

Mr. Price: I think it is only eleven, Mr. Skeates.

Mr. Reynolds: Twelve.

Trial Examiner McCarthy: I think it is twelve.

Mr. Price: Well, you see "chippers" is on the last of the first page and on the top of the second. That is a continuation.

Q. (By Mr. Reynolds.) So that a man that is in one occupation among these twelve groups has the rights only in his particular occupation and he can't go on another job even if his starting time with the company may go back before that of the starting time of a man on another job?

A. No, sir, the starting time is this time on here, and when he goes on a new occupation he reserves his seniority list within that group of that time.

Q. You mean on the new job he gets credit for all the service he has had with the company?

A. Yes, sir.

Q. But that service is no longer of any use to him so far as the job that he came from is concerned?

A. Yes, sir. That service, his original service, applies on to this occupation break-up within that group.

Q. (By Trial Examiner McCarthy.) Let us take James Bowen.

A. Yes, sir, head of the chippers.

Q. Take the man at the bottom there; Pilitankas.

1741 A. Pilitankas, yes, sir.

Q. Let's say he started as a laborer on 4-9-35.

A. Yes, sir.
Q. Then he was promoted to a chipper.
A. Yes, sir.
Q. The date of hiring does not vary.
A. No, sir, he carries that date in that group, and he goes into this—
Q. His seniority is based on that date?
A. Yes, sir.
Q. (By Mr. Reynolds.) But he has no seniority as a laborer after he becomes a chipper; isn't that right?
A. Well, he wouldn't be a laborer after he became a chipper.
Q. Yes, but suppose he were to be laid off as a chipper and yet there were younger laborers left.
Q. (By Trial Examiner McCarthy.) What would be his status then?
A. I don't see how a chipper getting around 65 cents an hour would want to go back to a laborer's job. I don't feel that you could lay off the last laborer to put this chipper back on there.
Q. That isn't your policy?
A. No, sir.
Q. Then that hiring date only applies within that occupational group in the department?
1742 A. Yes, sir, he carries his hiring date with him. If he goes into—we have so very few occasions where that happens, of transferring.
Q. These problems only arise in general lay-offs like this?
A. Yes. It wouldn't be fair to lay the laborer off, I don't think, to make a place for a chipper.
Q. (By Mr. Reynolds.) Why wouldn't it be fair? Suppose the chipper has worked for you twenty years and the laborer has worked for you for two years.
A. We would have our laborers laid off long before it becomes time to lay off chippers.
Q. (By Trial Examiner McCarthy.) In other words, that case would never arise?
A. I don't believe so.
Q. But isn't there some place within that department where a chipper might want to take a smaller paying job just in order to be employed?
I think that is the nub of this whole thing.
A. The lay-offs are always caused by shortage of work.
Q. Yes.

A. And in any department we get rid of our labor class first and then if the work decreases we have to go into the production end of it; in the cleaning room it would be a chipper or grinder; on the foundry or floor it would be a moulder. The laborer would go first.

1743 Q. (By Mr. Reynolds.) Now, please describe the difference between a cut-off man and a laborer cut-off.

A. There is this much difference. Let's us take this Cassani. He was hired 12-9-36, and he was laid off 11-9-37.

We have had occasions where they would discontinue using certain models of product and they would be sent back to the foundry as scrap, and before you could use that scrap in your cupola you would have to cut it down to size, and we use these fellows with torches cutting up these rails or pieces of scrap, and we put it on there and because they were on the old list so designated, we didn't change it.

Q. They do the same type of work, don't they?

A. Not cutting up scrap. Torch man in the steel foundry is generally applied to cutting risers off of a casting, or gates.

Q. Does that require considerably more skill than the other?

A. Than a laborer?

Q. Yes.

A. Yes.

Trial Examiner McCarthy: You mean cutting off?

The Witness: Cutting up junk?

Mr. Reynolds: Cutting up junk, yes.

The Witness: No, the cutting up of scrap is simply
1744 cutting it into small enough lengths where it will melt down in the cupola without cluttering it up.

Q. (By Mr. Reynolds.) Does it take much training to make a cut-off man?

A. What do you mean by much?

Trial Examiner McCarthy: Well, how long?

The Witness: Well, I would say it would probably take several weeks before he becomes efficient.

Q. (By Mr. Reynolds.) How long does it take a laborer cut-off to learn to use a torch on scrap iron?

A. It is not necessary to be particular on cutting up these chunks to make small pieces out of them.

Q. (By Trial Examiner McCarthy.) Could you let the ordinary laborer do it?

A. I think that is why these two men were permitted at some time or other to cut up this scrap.

Q. (By Mr. Reynolds.) Well, do you see any com-

pelling reason for making separate departments out of the cut-off men, cut-off chippers and the laborer cut-offs?

A. Well, the only reason they are mentioned here as laborer cut-off, they have had a little of that experience. They were laborers and we used them occasionally in cutting the scrap up.

Q. What is the difference between a cut-off chipper and a cut-off man?

1745 A. A cut-off chipper—

Q. Yes.

Trial Examiner McCarthy: And a cut-off man.

The Witness: Well, you can't get your cut to start, or you can't get your flame to melt this metal until you remove all of the sand around the base of the risers, and we just use these chippers for—it is not chipping any more than chipping the sand off around the base of the riser so that the torch will take a cut through it.

Q. (By Mr. Reynolds.) Is the cut-off chipper more skilled than the cut-off man?

A. Well, it isn't any kind of a job. No comparison to the job.

Q. Now, what does that answer? Is it more skilled or not?

A. It is more skilled as far as the cut-off chipper, but it is probably not more skilled as a cut-off man.

Q. Well, a cut-off man can be a cut-off chipper, can't he?

A. If he has ever done any of that work.

Q. Well, isn't his own work similar?

A. No, sir. A cut-off chipper don't use a torch at all.

Mr. Seyfarth: That is the big distinction, isn't it, Mr. Skeates?

The Witness: Yes, sir, a cut-off chipper don't use any torch. I tell you he just cleans the sand out between the base of the casting, the riser.

1746 Q. (By Mr. Reynolds.) Just a laborer's job then, isn't it?

A. Well, he isn't moving around. He stays at his bench in doing this work.

Q. Well, does it require any skill?

A. Well, it is probably a point where we start. A cut-off chipper may graduate into a chipper's job.

Q. But is his work any more complicated than the work that some of the laborers do?

A. Well, it is complicated to the point that he must clean this casting to where a torch will start. If you don't get your sand off your torch won't start burning through on it.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Could you give us in round numbers the rates of pay each group receives? Just in round numbers how much does a checker receive? Does he work by the hour?

A. Yes, sir, they are all hourly paid. He probably gets around 80, 85 cents an hour.

Q. Both those men?

A. Yes, sir.

Q. Sterling?

A. Inspector. He gets around 70, 75 cents an hour.

Q. Arc welders?

A. They get from 60 to 65 cents.

1747 Q. Arc and gas welders?

A. They are in around the same group; 75 cents.

Q. Oven tender?

A. Oven tender. Well, they are specialists. They are annealing oven tenders. He gets around 80 cents an hour.

Q. Sand blast operator?

A. Well, that is a hazardous job. They are paid around 65 cents an hour, 70 cents.

Q. Trucker?

A. He gets around 60 cents an hour.

Q. Cut-off man?

A. Between 56 and 60 cents an hour.

Q. Laborers?

A. 56 cents an hour.

Q. Cut-off chippers?

A. They are rated in around 58 cents.

Q. Chippers?

A. Well, that runs from 60 to 65, 66. Some of them get as high as 72 cents an hour.

Q. That is piece work?

A. Day work—day rate. That is their day rate, their base rate.

Q. Grinder?

A. The grinders get around 62 cents an hour; 62 to 65.

Cross-Examination (Continued.)

1748 Q. (By Mr. Reynolds): Who does the work of the trucker who was laid off there, Kalina?

A. Well, we have two truckers. There is another trucker listed on the iron sheet; a fellow named Engstrom. I explained that yesterday.

Q. Well, he can't work on the steel cleaning floor, can he?

A. Well, the trucks are gas trucks and we hook these trucks up to cars loaded with castings or scrap, and they just simply move them around, and there is only enough work now for one truck driver. We have done away with our night gang.

Q. The truck drivers have seniority in two departments; not just one then?

A. This steel cleaning floor, this truck, when we put him on we were working nights and the other man was on the iron cleaning floor and he was working days. He has been with us many years.

Q. But this man was doing the trucking in the steel cleaning floor, wasn't he?

A. Well, he might have been doing trucking in the steel cleaning floor or in the back yard, back of the foundry.

Q. What right did the other men have to come in and do that work on the steel cleaning floor?

A. Because we don't have enough work; we don't 1749 work this gang nights any more.

Q. But this man has seniority on the steel cleaning floor. He is in your list.

A. We had to do away with the night man.

Q. (By Trial Examiner McCarthy): Isn't the point there are exceptions to the general rule?

A. Yes, sir. We don't have enough work to use two truckers.

Q. (By Mr. Reynolds): Do the men in the steel cleaning floor understand what their status is with reference to seniority?

A. I don't know if they understand it or not.

Q. (By Trial Examiner McCarthy): Who is the foreman of that floor?

A. At the present time it is Bill Morley.

Q. (By Mr. Reynolds): Does Mr. Morley understand it?

A. Yes, sir.

Q. These men in the steel cleaning floor are never transferred around within that department to do other jobs?

A. No, sir.

Trial Examiner McCarthy: We will have a five-minute recess.

(A short recess was taken.)

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Reynolds): Now, Mr. Skeates, sup-
1750 pose an old time office worker in your employ decided he wanted to work out in the foundry and you send him out into the core room to begin. Would he have seniority over the core room employees who started to work for the company after he did?

A. I can't imagine what kind of work an old time office worker would want to do in the core room. He would probably have to be classed in the labor group to start with, and if a shortage of work happened, the labor group would have to be the first ones to be disposed of, and he would probably be the last laborer, or I would probably have to miss that rule and keep an efficient laborer in his place, keep another laborer to do the work. I couldn't tie the work of the department up.

Q. But if he is an efficient laborer you would have to keep him until all the other laborers had been laid off?

A. Well, he wouldn't be an effiicient laborer, an old time office worker.

Q. But that is the practical test of your seniority policy, isn't it?

A. To the point of where it is going to interfere with the flow of production I have got to stretch a point.

Trial Examiner McCarthy: Stretch a point by making exceptions to the general rule?

The Witness: Making exceptions, yes.

Q. (By Mr. Reynolds): Now, before this past Oc-
1751 tober this policy was never exercised, never in effect, was it?

A. Never had occasion to exercise it.

Q. Then, in fact, it wasn't formulated until last fall, was it?

A. What do you mean by formulated? Put into effect?

Q. Had the policy ever been agreed upon and put down on paper or been elucidated, explained by the management before then?

A. Well, this exhibit here is made up from my organization chart of these departments.

Q. (By Trial Examiner McCarthy): You are referring to 6-A and the subsequent exhibits?

A. Yes, sir. And we never had any occasion to apply it because we never had any lay-offs. We haven't laid off any men in the foundry except those two men that were discharged in May for any cause except a man quitting since the early part of '35.

Q. (By Mr. Reynolds): Now, prior to 1935 did you follow that policy?

A. No, sir.

Q. Then there was a change in policy that became evident last fall, when lay-offs were made last fall?

A. Yes, sir, up to that time we could hire and fire by efficiency and work turned out and caliber of the men.

Q. And this new policy was the result of your 1752 agreement with the Independent Union?

A. It apparently was.

Q. Well, do you know what the basis of the new policy was?

A. Well, I wouldn't know. The management would probably know.

Q. Well, did the management tell you how to get up this list?

A. Didn't tell me how to get it up, but I had it prepared; the rights of service, the lengths of service within my departments.

Q. Did the management tell you what were departments, what the definition of department was?

A. They have been departments as long as the foundry has ever been established, or any other foundry.

Q. But now you are saying there are twelve departments within the steel cleaning floor.

A. I said twelve groups of occupations.

Q. Well, the seniority is figured on the basis of the twelve groups of occupation; not on the department?

A. On the occupation within that department.

Q. (By Trial Examiner McCarthy): The steel cleaning floor is a department?

A. It is a separate department with twelve groups of occupations, different occupations.

Q. (By Mr. Reynolds): But the men do not have 1753 seniority rights in the department?

A. Within the occupation they work, yes, sir.

Q. Just within their occupation?

A. Yes, sir.

Q. If there were a similar occupation in another department their seniority wouldn't extend to that department?

A. No, sir.

Q. Now, when was that policy first announced, so far as you know?

A. When this policy was originally announced.

Q. When was it originally announced?
A. The early part of 1937.
Q. Well, how was it announced?
A. Well, we were not permitted to lay off men unless we followed the seniority rule in their occupation within their department.
Q. What was the occasion for giving those instructions?
A. Well that is the seniority rule.
Q. Well, who gave those instructions and to whom?
A. The management.
Q. The management?
A. Yes, sir.
Q. Well, now, the management; that is an impersonal kind of thing.
A. I got it from my boss.
1754 Q. Mr. Berry?
A. Yes, sir.
Q. When did Mr. Berry tell you that?
A. Oh, some tme in the early part of '37.
Q. Was it before or after the Independent Union had organized and been recognized by the company?
A. It might have been before or after. I am not just positive. Right shortly around that time.
Q. Did he send you a memorandum on it or did he tell you orally?
A. No, he discussed it with us at these supervisory meetings we had.
Q. Well, why is it that the other supervisors that have been on the stand don't know about that policy?
A. I didn't know there were any other supervisors on the stand. The department foremen were on the stand, but they have no authority to hire or fire men. They make recommendations.
Mr. Reynolds: That is all.
Trial Examiner McCarthy: That is all.
Mr. Seyfarth: Just a minute, I would like to ask him a few questions.

Redirect Examination.

Q. (By Mr. Seyfarth): Mr. Skeates, up until the time of the general lay-off you had no idea that this prob-
1755 lem of seniority was going to arise, did you?
A. No, sir.
Q. As a matter of fact, you didn't anticipate any sort of a general lay-off such as actually occurred out there; isn't that right?

A. No, sir. The lay-offs were due to shortage of work.

Q. And when the time came that there had to be some lay-offs you knew that there was a different order of things as far as labor relations were concerned, didn't you?

A. Yes, sir.

Q. And at that time you discussed these problems with management and hence you formulated the policy; isn't that correct?

A. Yes, sir.

Q. Now, Mr. Skeates, there has been a great number of questions directed at the position that an employee who was, say, a laborer for a number of years and then happened to step up into the next higher bracket, who would be thus employed in the next higher bracker for a short time when a general lay-off would come along—questions have been directed to his position regarding seniority.

Now, I suppose that in a situation such as presented itself last October and November, at the time of the general lay-offs, the lay-offs occurred in the departments first where the employees were less skilled; isn't that right?

1756 A. Yes, sir.

Q. And would you say that the greater number of lay-offs took place in the less skilled departments and the lay-offs decreased as the skill increased?

A. Yes, sir.

Q. So that, in the last analysis, some of the higher skilled employees of each department or each occupation were working, whereas the lesser skilled employees had been laid off?

A. Yes, sir.

Q. In other words, it took some time to catch up the slack, isn't that right?

A. Yes, sir.

Q. And hence you have hardly been able to answer counsel's questions because of the fact that the practical situation never presented itself to you, did it?

A. Yes, sir.

Mr. Seyfarth: Does that explain it to the Examiner?

Trial Examiner McCarthy: It has a bearing.

Mr. Seyfarth: I think that is all.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Seyfarth: Mr. Conroy.

1757 WILLIAM A. CONROY, a witness called by and on behalf of the respondent, Link Belt Company, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) Will you state your name, sir?
A. William A. Conroy.
Q. Where do you live, Mr. Conroy?
A. 8828 Blackstone.
Q. You are an employee of the Link Belt Company?
A. Yes, sir.
Q. How long have you been employed by the company?
A. Twenty-five years.
Q. What is your position with the company?
A. Production superintendent.
Q. Is your office near Mr. Berry's office?
A. I would say about a half block away.
Q. In the early part of 1937 did you ever see Mr. Salmons in Mr. Berry's office?
A. Yes, sir.
Q. What was the approximate date of the first time you saw Mr. Salmons in Mr. Berry's office?
A. About the first time I seen Mr. Salmons in Mr. Berry's office was in 1936, I believe.
Q. What was the approximate date?
A. I believe about the last of September.
1758 Q. How did you happen to be in Mr. Berry's office?
A. Well, just after having our meeting, our production meeting, right after the production meeting Mr. Berry told me to stay in the office.
Q. Then what happened?
A. He had Mr. Salmons come in.
Q. Will you state the conversation to the Examiner now?
A. Mr. Salmons come in and he said, "Lou, you have been organizing."
Trial Examiner McCarthy: Who said that?
The Witness: Mr. Berry, to Mr. Salmons. He says, "In fact, you have been using more of the company's time organizing than you have doing work around here."
Mr. Salmons said, "That's my privilege under the law."
Mr. Berry said, "Well, we are not going into that, Lou." He says, "I will give you thirty minutes to get your clothes

and get your tools and leave the plant. You are discharged.''

Q. (By Mr. Seyfarth.) Was anything said by Mr. Berry or Mr. Salmons at that time?

A. I don't remember anything else being said.

Q. When was the next time you ever saw Mr. Berry and Mr. Salmons together?

A. Oh, I would say about six weeks later.

Q. Where were you at that time?

1759 A. I was up in Mr. Berry's office.

Q. Who was present?

A. Mr. Berry alone when I came up in the office.

Q. Did Mr. Salmons come in later?

A. Yes, sir.

Q. Will you tell the Examiner what happened on that occasion?

A. Mr. Salmons come into the office. He said, ''Mr. Berry, I come back for my job.''

Mr. Berry said, ''Who sent you here?'' He says, ''The Labor Board.''

He says, ''What did they tell you?'' He says, ''They told me to ask for my job back. They told me that I couldn't do any organizing on the company time.''

Mr. Berry said to Mr. Salmons, ''Well, you can have your job back, Lou, if you don't do any organizing on company time. Also you will get all the raises that have went through since you have been laid off and you will still hold your vacation rights.''

Mr. Salmons said to Mr. Berry, ''I am a man of my word. I won't organize on company time.'' He says, ''And thanks for the other two things.''

Trial Examiner McCarthy: What was that?

The Witness: ''Thanks for the other two things,'' meaning thanks for his vacation and the raises.

1760 Q. (By Mr. Seyfarth.) Was that all that was said on that occasion?

A. Yes, I think it was.

Mr. Seyfarth: You may cross-examine.

Cross-Examination.

Q. (By Mr. Reynolds.) Mr. Berry told Mr. Salmons that he could have his old job back, did he?

A. Yes, sir.

Q. Do you know whether Mr. Salmons went on the same job that he had?

A. I couldn't say.

Q. Did Mr. Salmons admit that he was organizing on company time?

A. He inferred he did, by saying it was his privilege under the law.

Q. And you are certain that Mr. Berry said, "You have been organizing on company time." You are sure that he qualified it that way?

A. Yes, sir.

Q. He didn't just say, "You have been organizing for a union."

A. No, first he said, "You have been organizing; in fact, you have been spending more time organizing here than you have been working on company time."

Q. You didn't know anything about the fact of the 1761 matter though yourself, did you? You were merely there as a witness?

A. I was there as a witness.

Mr. Reynolds: That is all.

Mr. Seyfarth: I would like to ask the witness a few more questions.

Redirect Examination.

Q. (By Mr. Seyfarth.) Were you present at any time in Mr. Berry's office when Mr. Novak came in?

A. Yes, I was.

Q. And will you tell the Examiner what happened then? When did that meeting take place?

A. Well, I believe it was the same day that Mr. Salmons' case was. He called Mr. Novak into the office.

Trial Examiner McCarthy: You mean the same day that Salmons was discharged?

The Witness: That Mr. Salmons was discharged. He called Mr. Novak into the office and told him that he was organizing and doing more organizing on company time than he was work.

Mr. Novak says, "I haven't been doing any such thing." He said, "It looks like they are making me the goat."

Well, Mr. Berry said to him, "You are discharged, Joe," and he left the office.

Q. (By Mr. Seyfarth.) Is that the last time you 1762 ever saw Mr. Berry and Mr. Novak together?

A. No; when he come back for his job.

Q. Will you tell the Examiner the circumstances of that conversation?

A. He came back and asked for his job back. Mr. Berry said to him, "I will give you your job back, Joe, providing that you don't do any organizing on company time."

He says, "I won't do any such thing as organize on company time."

He says, "Well, you can have your job back."

Q. Did Mr. Berry at any time say anything about organizing on street cars and street corners?

A. No, sir.

Q. During the entire conversation did he limit the organizing to company time?

A. It was all in regard to company time that Mr. Berry was talking to Mr. Novak and Mr. Salmons about.

Mr. Seyfarth: That is all.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

Mr. Seyfarth: If the Examiner please, I would like to start with Mr. Berry. There are a few witnesses that I am going to put on tomorrow morning that I will want to interrupt Mr. Berry with, if that is all right with counsel.

Mr. Reynolds: All right.

1763 Trial Examiner McCarthy: All right.

Mr. Wham: I would just like to ask one question of this witness if I can.

Q. (By Mr. Wham.) Did Mr. Berry tell Mr. Novak that unions don't do any good; they bring on strikes?

A. No, sir.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all, thank you.

(Witness excused.)

Mr. Seyfarth: Mr. Berry.

EDWARD L. BERRY, a witness called by and on behalf of the respondent, Link Belt Company, having been previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) State your name, please.

Trial Examiner McCarthy: The witness has been sworn.

Q. (By Mr. Seyfarth.) Will you state your name, sir?

A. Edward L. Berry.

Q. Where do you live, Mr. Berry?

A. 5807 Dorchester Avenue, Chicago.

Q. You are employed by the Link Belt Company?

A. Yes.

Q. How long ago did you start your employment with the Link Belt Company?

1764 A. April, 1914.

Q. What did you do when you first started with the company?

A. Lathe hand.

Q. How long were you a lathe hand?

A. About a year.

Q. Then what did you do?

A. Became a time study man in the machine shop.

Q. How long were you the time study man in the machine shop?

A. About a year and one-half.

Q. Then what did you do?

A. I went out on the assembly floor and assembled cranes.

Q. How long did you work on that job?

A. About four months.

Q. Now, just tell the Examiner generally what you have done from that time to the present day for the Link Belt Company.

A. At that time we became a bit busy and I was transferred to run a night gang in the machine shop. I ran that eight or nine months and then was transferred to subforeman on crane assembly in the machine shop.

Shortly after that I became head of the time study department for all of the plant. I served in that job about five years.

After that I became works engineer and served on that job about three years.

After that I became general superintendent and
1765 was on that job somewhere between eight and ten years.

Two years ago I was made assistant general manager.

Q. That is the position you hold at the present time?

A. Yes.

Q. And your office is located at the 39th Street plant of the Link Belt Company?

A. Yes.

Q. Now, you have heard all of the testimony here, haven't you, Mr. Berry?

A. I have.

Q. You have heard the testimony of the various witnesses regarding the departmentalization of the foundry. Is it the fact that the foundry is divided up into the vari-

ous departments as has been described by Mr. Skeates and has been set forth on Respondent's Exhibit 1, the blue print?

A. It has been that way ever since I have worked for Link Belt Company.

Q. As a matter of fact, all foundries have similar divisions, have they not?

A. To my knowledge. The ones I have been in have.

Q. Now, do you know about what has been called here the N. R. A. Union?

A. I do.

Q. What was that N. R. A. Union, Mr. Berry?

A. Well, at the beginning of the N. R. A. that
1766 thing was formed in order to sort of cooperate with the spirit of the N. I. R. A.

Q. There were representatives from the various departments, were there?

A. There were seven representatives from the total plant.

Q. Did the company have a representative?

A. The company had one non-voting representative.

Q. Under this plan the representatives from the various departments were elected, were they not?

A. By secret ballot.

Q. And at one time Mr. Salmons was a representative, was he not?

A. Yes.

Q. How long did the various representatives hold office?

A. They were elected for a term of a year. They could be elected for additional years if their constituency so voted.

Q. When were elections usually held?

A. About the first of July and about the first of January.

Q. Regular meetings were held with the management, were they not?

A. Yes.

Q. On occasions were special meetings held?

A. Occasionally, yes.

Q. I show you Board's Exhibits 5 and 6, Board's Exhibit 5 being the plan otherwise known as the Em-
1767 ployees' Representation Plan—isn't that correct, Mr. Reynolds?

Mr. Reynolds: Yes, sir.

Q. (By Mr. Seyfarth.) —and Board's Exhibit 6, being minutes of the employees' board meetings.

Now, does Board's Exhibit 6 comprise all of the minutes of the employees' board meetings?

A. No, there were many more minutes than that.

Q. You don't know where they are, do you?

A. I believe we have a set of them.

Q. Have you got a set of them with you here today?

A. Yes.

Q. Would you get them for me, please?

The Witness: May I have those minutes, Mr. Staskey?

Trial Examiner McCarthy: Are you going to introduce those?

Mr. Seyfarth: Yes, I would like to introduce all of them.

Trial Examiner McCarthy: In what way are they material?

Mr. Seyfarth: Well, I don't care to have part of the minutes introduced by the Board.

Trial Examiner McCarthy: No, the Examiner will rule against the admissibility on the ground of immateriality.

Mr. Seyfarth: I presume by the same token the Board's exhibit must have been immaterial.

1768 Trial Examiner McCarthy: It probably is. If you desire to withdraw it—

What is the purpose of Board's Exhibit No. 6? To prove that there was such an organization?

Mr. Reynolds: Yes, and to prove something of the similarity between that organization and the present Independent Union so far as the leaders and personnel is concerned.

Trial Examiner McCarthy: I think the record is full on that point.

Mr. Wham: Mr. Salmons was an active member of the—

Mr. Seyfarth: Well, I should think that all of the minutes would then have a significance if part of the minutes have. I would just like all of the information to be available, Mr. Examiner.

Trial Examiner McCarthy: Well, the Examiner does not wish to limit you on your proof, but it really doesn't seem material what happened, whatever they did in the old union.

Mr. Seyfarth: Well, I can just put them in as one exhibit. It won't take a minute.

Trial Examiner McCarthy: Yes, but it clutters up the record. The Examiner rules it is not material.

Mr. Reynolds: I will consent to having the Board's exhibit withdrawn, if that is agreeable.

Mr. Seyfarth: If that will be done it will dispense
1769 with my putting in the minutes. Is it so agreed then?

Mr. Reynolds: Yes.

Trial Examiner McCarthy: Number 5 will be withdrawn.

Mr. Wham: 6.

Trial Examiner McCarthy: Yes, Board's Exhibit No. 6.

Mr. Seyfarth: Board's Exhibit No. 6 will be withdrawn.

Q. (By Mr. Seyfarth.) Now, regarding the Louis Salmons' matter, Mr. Berry. Did you receive any information regarding Salmons prior to September 28, 1936?

A. I did.

Q. From whom did you receive information?

A. I received it from most of the general shop supervisory groups. I had application cards to the C. I. O. with Salmons' name given to me.

Trial Examiner McCarthy: Would that in and of itself be wrong; the fact that his name was on the application card?

Mr. Seyfarth: I understand that these were found on company—

The Witness: Found on company property, that were given to individuals on company property and on company time, who gave them to me.

Trial Examiner McCarthy: On company time?

The Witness: Yes, sir.

Mr. Seyfarth: Yes. Will you mark this Re-
1770 spondent's Exhibit 26 for identification?

(Thereupon the document above referred to was marked as Respondent's Exhibit No. 26, for identification.)

Q. (By Mr. Seyfarth.) I show you Respondent's Exhibit No. 26 for identification and ask you what that exhibit is.

A. It is the Amalgamated Association of Iron, Steel and Tin Workers of North America.

"I hereby accept membership in the Amalgamated Association of Iron, Steel and Tin Workers—" and so forth.

"Employed by Link Belt Company."

Q. It is all right. You don't have to read any further. About how many of those cards are there there?

A. I haven't counted them. I imagine there are a dozen.

Q. Do they all bear the signature of Louis Salmons?

A. Yes, sir.

Q. You are familiar with—

Trial Examiner McCarthy: May I see that, please?

Q. (By Mr. Seyfarth.) You are familiar with his signature, are you not?

A. Yes.

Q. Now, what was your understanding about these cards when you received them as to their prior whereabouts?

A. Some of them were given to me by individual employees; some of them were given to me by super-
1771 vision who found them located in various plant departments.

Q. At that time was it your information that these cards had been distributed by Salmons on company time?

A. It was.

Mr. Reynolds: I object unless it is made more definite.

Trial Examiner McCarthy: Yes. I suppose you will couple that up.

Just to clarify the record, the Examiner will rule that the application card signed in blank by Louis Salmons Number C-8269 is similar in all respects to—

How many did you say there were?

The Witness: About a dozen. I didn't count them.

Trial Examiner McCarthy: —about a dozen received by the witness.

Mr. Seyfarth: Very well.

Trial Examiner McCarthy: In other words, it will tend to keep the record down.

Mr. Seyfarth: Yes, very well.

Q. (By Mr. Seyfarth.) Now, did you see Mr. Salmons at or about that time, Mr. Berry?

A. I usually saw Salmons every working day of the week.

Q. Did you ever observe him in the shop?

A. Why, I naturally observed him every time I saw him in the shop, as well as other people.

Q. Did you ever speak to him in the shop?

1772 A. Quite often.

Q. Did you ever see him talking to the crane man?

Mr. Reynolds: I object on the ground it is immaterial.

Q. (By Trial Examiner McCarthy.) Do you know what he was saying to the crane man? Did you hear the conversation?

A. No. I may have seen him talking with most of the crane men.

Trial Examiner McCarthy: What is the point; that he was talking to the crane man when he should be fixing electric wires?

Mr. Seyfarth: No, he was soliciting the crane man.

Trial Examiner McCarthy: Do you know that he was soliciting the crane man?

Q. (By Mr. Seyfarth.) Was it the crane man?

A. It was not the crane man. It was the sand slinger in the foundry.

Q. (By Trial Examiner McCarthy.) But you know that he was soliciting the man?

A. The sand slinger man told me he was.

Trial Examiner McCarthy: You may answer.

Q. (By Mr. Seyfarth.) When was that with reference to the 28th of September?

A. I would say it was about the middle of September.

Q. (By Trial Examiner McCarthy.) You mean about the 15th?

A. About that. I couldn't spot the date definitely.

1773 Q. (By Mr. Seyfarth.) You say you saw Mr. Salmons talking to the sand slinger operator?

A. "Long John," yes.

Q. Yes. His name is Long John?

A. Well, that is what we call him.

Q. Now, what did you do?

A. I was making my morning rounds and stopped at the south end of the foundry as I usually did in the mornings and chatted with Fred Skeates.

At that that time Salmons walked by and he walked north in the foundry and started talking to Long John at the head of the sand slinger.

Fred Skeates and I stood there and chatted about the day's production, and roughly it was in around ten minutes Salmons was talking with Long John. I went up to Salmons and said, "Is there anything wrong here?" and he said, "Yes, there is something wrong with the motor."

I said, "Is it running, John?" John says, "Yes, it runs all right."

I told Salmons to get on his way and keep moving.

Later in the day I came back and asked Long John

again if there was anything wrong with his motor on the sand slinger. He said, "No."

I said, "What was Salmons doing?" He said, "He was asking me to join the C. I. O."

1774 Q. Had Long John at any time told you that his power line was cut from time to time?

A. Long John told me several times the switch was pulled on the sand slinger and that both Salmons and Johnson took that opportunity to come over and see what was wrong and solicit him in the C. I. O.

Q. Now, did you have a conversation with Salmons on Monday morning, September 28th?

A. I had a conversation with him on September 28th.

Q. Immediately prior to that time had you received other information about Salmon's activities during company time?

A. Not that I remember of.

Q. What did you do on Monday, September 28th?

A. I asked that Salmons report to my office.

Q. Did you then see Salmons?

A. He came into my office.

Q. Who was present?

A. William Conroy.

Q. Will you tell the Examiner exactly what transpired?

A. Salmons came into my office. I said, "Salmons, you have been organizing around here. You have been spending more of the company's time organizing than you have been doing your work. You are discharged."

Salmons—

Q. Pardon me. Did you tell him that you would 1775 give him just a half an hour to get out of the plant?

A. I told him I wanted him to be out of the plant in thirty minutes.

Q. What did Salmons say?

A. He said, "The law gives me that right."

Q. What did you say?

A. I said we wouldn't discuss that any further.

Q. Did Salmons then leave?

A. He left the plant as near as I can remember.

Q. Now, you have had some contact from time to time with the Labor Board, have you not, for this region?

A. I have.

Q. Did you talk with Mr. Disser from the Labor Board?

A. I did.

Q. And with Mr. Beman who was the regional director?

A. Yes.

Q. About when did you talk to Mr. Disser the first time?

A. I can't state the date definitely. It would appear to me it was in around the middle of October, 1936.

Q. Will you tell the Examiner just what happened on that occasion?

Mr. Reynolds: I object, if the Examiner please, on the ground it is immaterial.

Mr. Seyfarth: Now, this bring us, if the Examiner pleases, to I think a fundamental question to be de-
1776 cided with reference to lay-offs or discharges of Novak, Sorenson and Salmons.

I would like to show that in all of the dealings that Mr. Berry and the Link Belt Company had with the Labor Board—

Trial Examiner McCarthy: You mean the regional office.

Mr. Seyfarth: Yes, with the duly authorized agents of this regional office of the National Labor Relations Board, that the subject of Mr. Sorenson's being taken back was never brought up. And I would also like to show that Mr. Novak's name was mentioned but once and that there was never any demand made upon the company to rehire Novak.

I would also like to show that Mr. Salmons was taken back as a part of a deal and that there was an understanding with Mr. Beman of the Labor Board regarding these understandings and that it was understood that Mr. Salmons was to be taken back under the conditions under which he was subsequently rehired. That is what in substance I would like to show.

Mr. Reynolds: I still say it is immaterial.

Trial Examiner McCarthy: The Examiner rules that it is immaterial but you may make your offer of proof. It will go in the record.

Mr. Seyfarth: I would like to make an offer of proof.

Trial Examiner McCarthy: Will you make it very
1777 short, if you can?

Mr. Seyfarth: Yes, I will make an offer of proof in as few words as I can.

I would like to get the paragraphs of the complaint.

If it pleases the Examiner, at the outset I believe Mr. Ford made a request for subpoenas for Mr. Disser and for Mr. Beman, and they would be called here, subpoenaed to testify for this same purpose, and I don't believe there

would be any objection to have my offer of proof cover not only Mr. Berry but Mr. Beman and Mr. Disser, because if it is immaterial for one—

Trial Examiner McCarthy: I think you can limit it to Mr. Berry because if the Board's counsel wishes to refute it they will have to take steps to do so.

Mr. Reynolds: We are bound by the offer of proof that you make if it is material.

Mr. Seyfarth: My offer of proof then will include not only Mr. Berry but it will also include Mr. Beman and Mr. Disser.

Trial Examiner McCarthy: Under what provision of the National Labor Relations Act do you believe that the arrangement was made?

Mr. Seyfarth: I don't say that it was made in pursuance of any provision of the National Labor Relations Act.

I, of course, would like to show that the Board at
1778 that time didn't think that this was so terrible.

Trial Examiner McCarthy: Well, let us make it clear. You mean the regional office?

Mr. Seyfarth: Yes.

Trial Examiner McCarthy: The Board has no knowledge of it.

Mr. Seyfarth: When I say the Board I mean the regional office.

Trial Examiner McCarthy: There is a vast distinction.

Mr. Seyfarth: Indeed there is. It is about time for a few minutes' recess. I wonder if we could take one?

Trial Examiner McCarthy: A five-minute recess.

(A short recess was taken.)

Trial Examiner McCarthy: You may proceed.

Mr. Seyfarth: If it pleases the Examiner, I would like to make the following offer of proof:

If the witnesses, Berry, Beman and Disser, were allowed to testify, they would testify in substance, respectively, to the following matters:

That this regional office of the National Labor Relations Board took under advisement the complaints concerning—

Trial Examiner McCarthy: You mean charges?

Mr. Seyfarth: —charges concerning discriminatory lay-
offs of Louis Salmons, Joseph E. Novak and Nels
1779 Sorenson. Pursuant thereto there were conferences
held between Mr. Disser and the duly authorized agents of the Link Belt Company and on occasions between Mr. Beman and the duly authorized agents of the Link

Belt Company; that the request was made of the agents of the Link Belt Company to re-employ Louis Salmons.

Trial Examiner McCarthy: By whom?

Mr. Seyfarth: By Mr. Beman and Mr. Disser. That the request was never made of the Link Belt Company to re-employ Joseph E. Novak or Nels Sorenson;

That Mr. Berry asked the duly authorized agents of this regional office of the National Labor Relations Board on what conditions he should re-employ or reinstate Joseph E. Novak, whereupon—

Trial Examiner McCarthy: Novak?

Mr. Seyfarth: Salmons, Louis E. Salmons. Whereupon it was agreed by and between the agents of the company and the agents of this regional office that Salmons was to work a standard work week and that there would be no back pay complications, and that if the Link Belt Company took back Mr. Salmons and gave him a job that that was all that they were going to ask the Link Belt Company to do;

That on one occasion Mr. Beman said, "I will call that weasel down to the office and tell him to behave himself, to do a day's work,—"

1780 Trial Examiner McCarthy: Who is the weasel?

Mr. Seyfarth: Mr. Salmons.

(Continuing) "—and lay off any union activities during company time, or he will get fired."

That thereafter Mr. Beman requested Salmons to ask for his job.

Now, Mr. Berry,—

Trial Examiner McCarthy: That is your offer of proof?

Mr. Seyfarth: That is my offer of proof, and in making these offers I make the offer as to each witness in its entirety.

Trial Examiner McCarthy: East witness?

Mr. Seyfarth: Each witness as to its entirety.

Trial Examiner McCarthy: Which witness do you refer to?

Mr. Seyfarth: Mr. Berry, Mr. Disser and Mr. Beman.

Mr. Reynolds: Were they always in each other's presence when these things occurred?

Mr. Seyfarth: And also as to each and every component part thereof, and they are made in support of the averments contained in paragraphs six, seven and eight of the respondent's answer and in support of the averments contained in any answer to the amended complaint as heretofore filed by Mr. Reynolds.

Do I take it that the offer has been overruled?

1781 Trial Examiner McCarthy: The offer is denied.

Mr. Seyfarth: With exceptions thereto.

Trial Examiner McCarthy: Exceptions granted.

Q. (By Mr. Seyfarth.) Now, did you see Mr. Salmons on December 21, 1936?

A. I did.

Q. At what time of the day was it?

Trial Examiner McCarthy: Excuse me. What was that date?

Mr. Seyfarth: December 21, 1936.

The Witness: Some time between 8 and 9 A. M.

Q. (By Mr. Seyfarth.) Where did you see him?

A. In my office.

Q. Who was present?

A. No one when he came in.

Q. Did you talk to him then?

A. I did.

Q. Did you talk to him before anybody else came in your office?

A. I did.

Q. What did you say to him and what did he say to you?

A. When he came in my office he said, "I am here to ask for my job back."

I said, "Will you please excuse yourself for a few minutes as I want to get someone else in the office?"

1782 Q. Then what did you do?

A. I called for William Conroy.

Q. Did he come in your office?

A. He did.

Q. Will you tell the Examiner just what transpired after Mr. Conroy came in your office?

A. After Conroy got back to my office and Salmons was in my office I said to Salmons, "Go ahead, Lou."

He said, "I am here asking for my job back."

I said, "Who sent you here?"

He said, "Mr. Disser of the 13th Regional District sent me here." I said, "What did he say to you?"

"Well, he said I should come down and ask for my job."

I said, "Did he say anything else; anything other than that?"

He said, "Yes. He called me in his office and said, 'You go down and ask Berry for your job again, but you must understand this; that you go back there under the condition that you do no unionizing on company time.' "

Then I said to Salmons, "Do you agree to this?" Salmons said he did, and "I'm a man of my word."

I said, "All right, go back to work."

Q. Were there any papers signed by the Link Belt Company in which either Mr. Salmons, Mr. Novak, Mr. Sorenson or this regional office of the National Labor
1783 Relations Board were a party?

A. Not to my knowledge.

Q. Did you see Joseph Novak after that?

A. After date of December 21, 1936?

Q. Yes.

A. Yes, I did.

Q. Where did you see him?

A. He came to my office.

Q. Who was present, if anyone?

A. Conroy was present.

Q. What was said by all of those present?

A. Novak said he would like to have his job back. I told him that he could have his job back inasmuch as we had put Salmons back, but it was with the distinct understanding that he carry on no unionizing activities on company time.

Q. Was it your feeling at that time, Mr. Berry, that you were under any compulsion to rehire Mr. Novak?

A. We were under no compulsion to rehire Novak.

Q. What is the fact concerning Novak with reference—

Trial Examiner McCarthy: Excuse me.

Q. (By Trial Examiner McCarthy.) Did you feel that you were under any compulsion to rehire Salmons?

A. Only due to the pressure of the Labor Board of this district.

Q. In what way did they exercise pressure?

1784 A. Well, both Mr. Disser and Mr. Beman said, "Now, you should take that fellow back. If you don't there will be a lot of newspaper publicity." And there was a lot of newspaper publicity for those kind of cases at the time. And he said, "You will be very probably up against a very high litigation expense."

Q. (By Mr. Seyfarth.) That would have been part of your testimony concerning your relationship with the agents of the National Labor Relations Board had the offer of proof been allowed?

A. Yes.

Q. Is that not true?

A. Yes, sir.

Q. Now, do you know Nels Sorenson?
A. I do.
Q. Where was he employed?
A. He was employed as a janitor in the tool room.
Q. Do you recall ever seeing Nels Sorenson on October 1, 1936—

I call your attention specifically to the testimony wherein he stated that you saw him while he was standing on a ladder and told him that he wouldn't be on that ladder next Monday morning.

A. I have seen Nelson Sorenson a great many times on ladders. To my knowledge I have never spoken
1785 to him while on a ladder.

Q. Did you ever tell him that he wouldn't be on that ladder Monday?
A. No.
Q. Did you discharge Sorenson?
A. I did.
Q. Had you received any reports about Sorenson's conduct while he was doing services ostensibly for the Link Belt Company?
A. I did.
Q. Will you tell the Examiner in a few words what you had heard about Sorenson?
A. He was a general disturber of the peace; he was difficult to work with; he was arbitrary; he wouldn't do what the mechanics under whom he was working requested him to do; he would stand in the middle of the aisleways and harrangue and discuss.

Trial Examiner McCarthy: Discuss what?

The Witness: Practically anything under the sun.

Q. (By Mr. Seyfarth.) By the way, he seemed to talk about anything under the sun when he was on the stand here, didn't he, Mr. Berry?

Mr. Reynolds: I object to this.

Trial Examiner McCarthy: Strike it. The record will speak for itself.

1786 Mr. Seyfarth: Go ahead.

The Witness: He just, as far as we were concerned, was not a desirable employee to have at the plant at 39th Street.

Q. (By Mr. Seyfarth.) Now, after Sorenson was discharged did he ever come to see you?
A. He did.
Q. About when was the first time he came to see you, sir?

A. Oh, as far as I recollect, it was a week or so after Salmons was re-employed; several weeks after December 21, 1936.

Q. What did he say and what did you say?

A. He came into my office and said, "You know I was fired." I said, "I do."

1787 He said, "Why was I fired?" I told him because he was a general disturber.

He said, "Do I do the jobs I have to do right?"

I said, "As long as you didn't disturb people with whom you were working and the people with whom you were associating."

And he said, "That answer won't do."

He became a bit agitated, and I said, "Well, Nels, you go back and come back in a few days and I will see if I can find anything further out about your discharge."

During an interval of several days, I don't know how many, I checked with Mr. Forss and got the same answer as I got before.

Sorenson then came into my office and said, "Did you find out anything additional?"

I said, "No, the same charge stands." And when I said that he became very angry and hammered on my desk and said, "You'll tell me any God damn thing I want to know."

I said, "That is enough, you will please get out of the office."

And that was the end of that.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Mr. Forss testified that you called up and said that Nels was in an argument over here. Do you recall what that was? The day he was transferred. Isn't that correct?

1788 A. I was walking through the foundry and saw Nels up at the north west end of the foundry where the patterns were stored. There were four or five fellows around him. He was haranguing and he was waving his arms and swearing much more than the average fellow has any right to swear. So I goes back to my office and calls up Forss and tells him he better get hold of Sorenson; we had had quite enough of that.

Q. That was really the time he was fired, was it not?

A. Yes.

Q. And that was the occasion?

A. That was the final.

Q. Do you know what he was arguing about at the time?
A. I don't know what he was arguing about.
Q. That particular case is a difficult one, and if you could shed a little light on it—
What was he arguing about with the four or five fellows?
A. I don't know. I didn't stand there.
Q. Did you hear what he was talking about?
A. No, I just heard cuss word after cuss word streaking out.
Q. Who were the men there, do you know?
A. John Kowatch was one, and there was a little fellow from the production office of the foundry, that was another. I think it was Kresge, a production clerk in the foundry at that time.
1789 Q. They are not in the witness room today, Kowatch or Kresge?
A. No, neither of them are here.

Direct Examination (Continued).

Q. (By Mr. Seyfarth.) Now, Mr. Berry, at the time you issued the order to Mr. Forss to discharge Sorenson did you know whether or not Sorenson belonged to any particular union organization?
A. No, I didn't know.
Q. Did you know that he was a member of the C. I. O.?
A. No.
Q. Did his membership or non-membership in any labor organization have anything to do with you issuing the discharge order?
A. It had not.
Q. You state now that he was discharged because he was a disturber of the men in the plant?
A. He was an undesirable employee for our plant.
Q. Now, at any time during your conversation with Novak when he wanted to know the reason for his discharge did you discuss the subject of unions?
A. Only to the extent that I told him he had been organizing on company time.
Q. I am talking now about Sorenson.
A. About Sorenson?
1790 Mr. Seyfarth: Yes, I am sorry.
Trial Examiner McCarthy: You said Novak.
Mr. Seyfarth: I am sorry.

The Witness: Unionization never had any part of our conversation with Sorenson.

Q. (By Mr. Seyfarth.) At any time?

A. No, sir.

Q. (By Trial Examiner McCarthy.) Sorenson, as you recall, testified, "Berry asked 'What did you get fired for?'" And he said he claims that you said, "I can't help what my foremen do." Is that correct?

A. It was not. I knew what he got fired for.

Q. For the argument in the foundry?

A. That, with other disturbing things.

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: The witness had issued the instructions to discharge the man, if it pleases the Examiner.

Trial Examiner McCarthy: Yes, I understood that.

Q. (By Mr. Seyfarth.) Now, Mr. Berry, you had what was known as the Employees' Board at the Link Belt Company, did you not?

A. The thing that was called the N. R. A. Union?

Q. Yes.

A. We had.

Q. You have testified to that?

1791 A. Yes, sir.

Mr. Seyfarth: Mr. Reynolds, did you put in the special meeting at which the Employees' Board was dissolved, or did you put that in, Mr. Wham?

Mr. Reynolds: Maybe Mr. Wham did. I am not sure. I didn't.

Mr. Seyfarth: You didn't put that in either, Mr. Wham?

Mr. Wham: No.

Mr. Seyfarth: Will you mark this Respondent's Exhibit 27 for identification?

(Thereupon, the document above referred to was marked as Respondent's Exhibit No. 27 for identification.)

Q. (By Mr. Seyfarth.) I show you Respondent's Exhibit No. 27 for identification and ask you whether or not that is a memorandum dissolving the Employees' Board of the so-called N. R. A. Union?

A. It is.

Q. When was this memorandum entered into?

A. Early morning of April 19, 1937.

Trial Examiner McCarthy: May I see that, please?

Mr. Seyfarth: This is a copy.

Q. (By Mr. Seyfarth.) What was the reason at that time for dissolving the N. R. A. Union?

A. The Wagner Bill had been upheld by the Su-
1792 preme Court of the United States.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) It is not clear to the Examiner why the Employees' Board was not dissolved a day or so after July 5, 1935, when the Act was passed by Congress. Can you tell us why?

A. I have no knowledge of why it wasn't dissolved.

Q. Well, you say it was dissolved on—

A. The 19th of April.

Q. —April 19, 1937, which was about seven days after the Supreme Court upheld the Act.

A. Yes.

Mr. Seyfarth: Upheld the Wagner Act.

Trial Examiner McCarthy: The Act, yes.

Mr. Seyfarth: Yes.

Q. (By Trial Examiner McCarthy.) Why is it it was dissolved when the Supreme Court affirmed the Act of Congress and it was not dissolved when Congress passed the Act?

A. The Employees' Board called to have it disbanded. The company didn't. The company concurred with the seven members of the Employees' Board. They were the ones that requested it be disbanded.

Q. As I understand it, in a sense the Employees' Board was more of a company union; otherwise it would not have to be disbanded under the Wagner Act; isn't that correct?

1793 A. It was a union in which management participated to the extent of having one non-voting representative. These men would bring their complaints and their requests to us and we would attempt to give them an answer. It was a co-operative thing between the employees and management.

Trial Examiner McCarthy: I have noticed throughout the course of this hearing that some efficacy seemed to have been added to the Act by the decision of the Supreme Court which wasn't present in the Act when it was originally passed, and I was wondering why that was.

Mr. Seyfarth: That brings us back to the fundamental question of when is a law valid; when it is passed or when the Supreme Court says that it is valid.

Mr. Wham: Almost every lawyer in the country gave the opinion that it was not constitutional.

Trial Examiner McCarthy: I think there were only 58 of us.

Mr. Seyfarth: As a matter of fact, I think the agents of the Labor Board weren't so sure of their jobs until the time that the Act was declared constitutional.

Trial Examiner McCarthy: You may proceed.

Direct Examination (Continued).

Q. (By Mr. Seyfarth.) Now, Mr. Berry, you entered into the memorandum of agreement identified as Respondent's Exhibit 27 for identification at the request of
1794 the members of the board, did you?

A. Yes, sir.

Q. Now, there has been quite a bit of talk here about the Independent Union. Will you tell the Examiner briefly when you first heard of the Independent Union?

A. April 19, 1937.

Trial Examiner McCarthy: The day the old employees' plan was dissolved?

The Witness: That is correct.

Q. (By Mr. Seyfarth.) What happened on that day, sir?

A. I was in my office and was visited by three people.

Q. Who were they?

A. John Litster, Ray Froling and George Linde.

Q. What did they say?

A. Well, they came in and said, "We are the executive officers of the Independent Union of Craftsmen."

Q. What did you say?

A. Well, I said, "Who are they?"

Q. Now, let me interrupt you, Mr. Berry.

Had you at any time prior to this meeting heard of the Independent Union of Craftsmen of Link Belt Company?

A. I had not.

Q. Had you ever seen any lists or dodgers of any kind that they had put out?

A. No, sir.

1795 Q. This was your first knowledge of the existence of the so-called Independent Union of Craftsmen; is that true or false?

A. It is true.

Q. Then what did the gentlemen say to you?

A. Well, I asked them who they were and they said they were a group of employees; they represented a group

of employees of the 39th Street plant of the Link Belt Company who wanted us, meaning the Link Belt Company, to recognize them as the bargaining agency for the employees.

I said, "Well, what proof have you got that you have the majority of the employees of this plant?"

Q. Let me interrupt again, Mr. Berry.

Now, at that time you had a knowledge to some extent of the provisions of the Wagner Act, did you not?

A. Yes.

Q. And I presume that you had a knowledge of the Wagner Act which stated that you could deal only with an agency that represented a majority of the men; is that true?

A. Yes, sir.

Q. Go ahead.

A. Pardon me?

Q. Go right ahead now.

A. I asked them by what right they were coming and telling me they had a majority. They said by right 1796 of over 51 per cent of the employees of the plant from whom they had signatures.

I said, "May I have the paper containing these signatures?"

They said, "We will not surrender them but we will let you look at them." So they turned over to me a number of sheets of paper and a number of cards.

Trial Examiner McCarthy: Are they in evidence? Have they been introduced in this hearing?

The Witness: They have.

Mr. Seyfarth: They have been introduced in evidence.

Trial Examiner McCarthy: What number? We want the record to show clearly.

Mr. Wham: Intervener's No. 2.

Mr. Seyfarth: Intervener's No. 2 and—

Mr. Wham: Just 2.

Trial Examiner McCarthy: May I see those?

Mr. Seyfarth: There is a typewritten copy.

Q. (By Mr. Seyfarth.) Is that document, Intervener's Exhibit 2, a copy of the list of names that was on that day shown to you?

A. That would be difficult for me to say because, naturally, I couldn't remember this many names, but it was a list—

Q. You have before you a typewritten copy. You don't

know exactly what the original looks like on this date, do you?

A. No, except a bunch of papers and cards that
1797 were a bit soiled from handling.

Q. Yes. Do you know whether or not the heading of the list was somewhat similar to Board's Exhibit 2-A?

Trial Examiner McCarthy: Isn't that Intervener's?

Mr. Seyfarth: No, I think this is a Board's Exhibit.

The Witness: Generally it would sound to me as if they were the same.

Q. (By Mr. Seyfarth.) But you don't recall at the present time?

A. I don't recall the exact wording.

Mr. Reynolds: I don't believe that is Board's Exhibit 2-A. Isn't it 20 or 21?

Trial Examiner McCarthy: I think it is Intervener's 2-A.

Mr. Seyfarth: It is stamped Board's Exhibit, but the word "Intervener's" has been written there.

Mr. Reynolds: I introduced that I know.

Mr. Wham: That was just to supplement the typewritten copy there. This is one of the original lists.

Trial Examiner McCarthy: Yes.

Mr. Reynolds: I introduced it to show the similarity of the printing to the company's.

Trial Examiner McCarthy: Yes.

Q. (By Mr. Seyfarth.) Then did you proceed to examine the list of names that had been furnished?

1798 A. I did.

Q. Will you tell what you did in this regard?

A. I told these three men that I would have to check these names; that I just couldn't take their word for it, and it would probably take some time; they could either wait there or go back to their jobs.

They said they preferred to wait, so I proceeded to check the names with my payroll list that I always keep in the office. I would say 80, 85 per cent of the names I readily recognized as being members of the 39th Street plant of the Link Belt Company. The remainder of them I had to check against our payroll by departments.

Having checked them and assuring myself to the best of my ability that they were employees of the 39th Street plant, I counted them. I think in one instance, as I remember it, there was a duplication of one name. I

called that to their attention, they checked it and scratched it out.

Q. Generally speaking, did you recognize the names as employees of Link Belt Company?

A. Right off, just as I went over it the first time, I recognized in around 80, 85 per cent of the names. The rest I had to check on the payroll because I didn't know those particular men by name.

Q. About how many names do you remember appeared on the list, in round numbers?

1799 A. Oh, as far as I can remember it was in around 700.

Q. About how many eligible employees did you have on the payroll at that time?

A. Oh, my guess would be between ten and eleven hundred.

Q. What did you tell the gentlemen then, if anything?

A. Well, I told them that I hadn't any authority to recognize any union; that it would be something that would have to be taken up with the executive officers of the company; that I could report to the executive officers of the company what we had gone through and I would like for them to give me several days' time to contact—

Trial Examiner McCarthy: This all happened on April 19th?

The Witness: It did.

(Continuing) —to contact the executive officers of the company.

Q. (By Mr. Seyfarth.) Did you then go over this situation with the executive officers of the company?

A. I went over it first with my superior, Mr. Burnell, vice-president. Then he and I went to the general office of the company and there we contacted Mr. Kauffmann, president, and Mr. Carter, vice-president.

Q. Now, at that time did you seek any legal advice?

A. We did.

Q. Now, thereafter you received a letter from

1800 Mr. Kauffmann authorizing you to sign a recognition agreement, did you not?

A. Yes.

Mr. Seyfarth: Will you mark this Respondent's Exhibit 28 for identification?

(Thereupon, the document above referred to was marked as Respondent's Exhibit No. 28 for identification.)

Q. (By Mr. Seyfarth.) I show you Respondent's Exhibit No. 28 for identification and ask you if that is the

letter of authorization you received from the president of the company?

A. It is.

Trial Examiner McCarthy: Let me see Board's 2-A.

Counsel, what does this refer to this letter of April 21st from Kauffmann?

Mr. Seyfarth: That refers to an agreement recognizing the Independent Union of Craftsmen.

Trial Examiner McCarthy: And the agreement is in evidence?

Mr. Seyfarth: The agreement, I understand, is in evidence as Intervener's Exhibit No. 1.

Mr. Reynolds: It is in evidence as a Board's Exhibit too; I think No. 16.

Trial Examiner McCarthy: I think that is the constitution, Board's Exhibit 16.

Mr. Wham: The Board has it in also, but I put it in.

1801 Trial Examiner McCarthy: You ought to withdraw one of them because it tends to make the record very bulky.

Mr. Wham: Let the Board withdraw it, because I would like to have the Intervener's chief exhibits under the intervener's case, if possible.

Trial Examiner McCarthy: Does it make any difference to you?

Mr. Reynolds: Well, I would rather keep it in as a Board's Exhibit.

Mr. Seyfarth: Perhaps we can compromise and put it in as a company exhibit.

Mr. Reynolds: I thought an arrangement was made whereby it would be called a joint exhibit, Board's and Intervener's.

Mr. Price: That was one of the by-laws.

Trial Examiner McCarthy: That is Board's Exhibit 16; that is the constitution.

Mr. Wham: I don't think that is 16 of the Board. I think it is an earlier number.

Mr. Seyfarth: How shall I make reference to it, Mr. Examiner; as an Intervener's Exhibit or a Board's Exhibit?

Trial Examiner McCarthy: It is a duplication. It will be Intervener's Exhibit No. 1. Is that No. 10 that you refer to?

Mr. Reynolds: It seems to me that there is already

1802 testimony in there in reference to the Board's number. I think there are probably several occasions that it is mentioned, and for purposes of clarity I think it has to be left in.

Trial Examiner McCarthy: Board's Exhibit 10; is that the agreement that has been referred to in Kauffmann's letter?

Mr. Reynolds: No, I referred to it as Board's Exhibit 10, and asked questions of the witnesses.

Mr. Seyfarth: Board's Exhibit 10 and Intervener's Exhibit 1; is that right?

Trial Examiner McCarthy: Yes, that is the way we will keep the record clear.

Mr. Seyfarth: For the purpose of the record the witness identifies Board's Exhibit 10 and Intervener's Exhibit 1 as the agreement which was signed by him subsequent to the authorization received from the president of the Link Belt Company, now in evidence or now identified as Respondent's Exhibit 28.

Q. (By Trial Examiner McCarthy.) When did you first receive, and from whom, the form of agreement, Board's Exhibit 10 and Intervener's Exhibit No. 1? When did you first receive that? It is referred to in Mr. Kauffmann's letter as the form prepared by the Independent Union.

Mr. Seyfarth: On April 19th; that is the date of
1803 the agreement.

Trial Examiner McCarthy: The agreement is dated April 21st, is it not?

The Witness: The agreement was signed by Link Belt Company on April 21, 1937.

Mr. Seyfarth: That is right.

Q. (By Trial Examiner McCarthy.) And from whom did you receive it?

Mr. Wham: It was brought in by the Independent Union at the time they—

Trial Examiner McCarthy: I want to get Mr. Berry's answer.

The Witness: It was given to us by the Independent Union.

Q. (By Trial Examiner McCarthy.) Who, do you recall?

A. The executive group that was composed of Litser, Linde and Froling. I don't know which one handed it to me.

Mr. Wham: At the time that they brought in the list.

Trial Examiner McCarthy: Counsel, please.

Mr. Wham: I was just trying to get the thing straight.

Trial Examiner McCarthy: Yes. You may proceed.

Mr. Seyfarth: Now, to avoid repetition, if the Examiner pleases, I would like to have the witness tell whether or not the testimony of George Linde regarding the various meetings on collective bargaining were true in substance to the best of his recollection. I think
1804 that is a quick way to dispose of it.

Trial Examiner McCarthy: Yes.

Q. (By Mr. Seyfarth.) Is that the fact, Mr. Berry? You have heard Mr. Linde's testimony here, haven't you?

A. Yes. That is a fact.

Q. And he told about various meetings regarding collective bargaining.

A. Meetings from about the 1st of May, '37, to a week or two ago.

Q. Yes. And he testified as to various dates and times that the meetings were held and what was discussed in those meetings.

Now, do you recall Mr. Linde's testimony in that regard?

A. Generally I do.

Q. Now, you listened to it here when he was on the stand, didn't you?

A. I did.

Q. At the time he testified regarding those meetings on collective bargaining did any discrepancies come to your mind, or were they substantially true as he testified to?

A. Substantially true as testified.

Mr. Seyfarth: All right. Now, will you mark this Respondent's Exhibit 29 for identification?

(Thereupon, the document above referred to was marked as Respondent's Exhibit No. 29 for identification.)

1805 Mr. Wham: What was 28? I have forgotten.

Mr. Seyfarth: That was the letter of authorization from Mr. Kauffmann.

Q. (By Mr. Seyfarth.) I hand you a document marked Respondent's Exhibit 29 for identification, and ask you what that is?

A. It is a request from the executive officers of the Independent Union of Craftsmen to Link Belt Company

asking for an appointment to start negotiations for a working contract with that union.

Q. Now, was a draft of contract submitted to you by the Independent Union of Craftsmen?

A. A draft of a working contract?

Q. Yes.

A. Yes.

Q. Were there any meetings held on the subject of what was to be included in this contract?

A. Yes.

Q. About how many meetings were held, Mr. Berry?

A. Oh, as I remember it, somewhere between four and six.

Q. Now, there has been introduced in evidence here as Intervener's Exhibits 8 and 9, a draft of a contract with pencil notations which were made at a conference, and then a final draft which was agreed upon or agreed to between you and the representatives of the Independent Union, subject, however, to approval by
1806 the officials of the Link Belt Company.

A. We had three or four meetings in my office with the executive officers of the Independent Union. At one of those meetings their attorney, Mr. Wham, was present. Then we had one or two additional meetings in the general offices of the Link Belt Company. Mr. Wham attended those meetings, together with Mr. Kauffmann, president of the Link Belt Company, and Mr. Carter, a vice-president, and Mr. Burnell, a vice-president.

Mr. Seyfarth: Have you got those contracts?

Mr. Wham: They are in evidence there some place.

Q. (By Mr. Seyfarth.) Is this document marked Intervener's Exhibit No. 8 the tentative draft?

A. Yes, sir.

Q. And this exhibit, which looks very familiar and is numbered Intervener's Exhibit 9, what was known as the final draft? I think it was referred to during the testimony, as the draft which was taken from the—

Mr. Reynolds: New York Times.

Mr. Seyfarth: Is that correct, Mr. Wham?

Mr. Wham: Draft of what?

Mr. Seyfarth: Draft that was taken from the New York Times?

Mr. Wham: No, this draft wasn't.

1807 Trial Examiner McCarthy: The constitution, I think. Wasn't that correct?

Mr. Wham: No, not the constitution.

Mr. Reynolds: The C. I. O. contract.

Trial Examiner McCarthy: Yes.

Mr. Wham: This is the final draft submitted by the Independent Union as a working agreement between the company and the union.

Trial Examiner McCarthy: You are referring to Intervener's Exhibit—

Mr. Wham: No. 9.

Trial Examiner McCarthy: —No. 9.

Mr. Wham: What Mr. Seyfarth is referring to is the fact that when I started to draft that originally I used as a form the agreement which was prepared between the C. I. O. and Carnegie Illinois Steel Corporation, which appeared in the New York Times.

Q. (By Mr. Seyfarth.) That contract was not a product of the legal talent hired by the Link Belt Company, was it, Mr. Berry?

A. No.

Trial Examiner McCarthy: How far did they participate in the negotiations of the contract?

Mr. Seyfarth: That is just what I was going to ask.

The Witness: How far did who?

1808 Trial Examiner McCarthy: Your legal counsel.

The Witness: To no particular extent other than after this thing got to about its final stage—

Trial Examiner McCarthy: You are referring to Intervener's Exhibit No. 10?

Mr. Wham: 9.

The Witness: No. 9. When it got up to about the completion stage we called our attorneys in and asked them what they thought of it. That was the only thing at that time they had to do with it.

Q. (By Mr. Seyfarth.) Now, the company, in fact, never signed Intervener's Exhibit No. 19, did it?

A. No.

Q. When you took the matter up with the superiors they said, "Nothing doing;" is that in substance what happened?

A. Well, a group of us agreed we should not sign it.

Trial Examiner McCarthy: You mean a group of the respondent's officers?

The Witness: Of the company's officers.

Q. (By Mr. Seyfarth.) Now, Mr. Berry, what has been your practice as operating superintendent regarding instructions to employees and sub-foremen—strike that —instructions to your supervisory force?

A. The operating division is headed up by a general superintendent. We had a foundry. The foundry was governed by a foundry superintendent. We had
1809 a structural and fabricating shop which was governed by a general foreman. We had a machine shop that was governed by a general foreman. The pattern shop was under the jurisdiction of the foundry superintendent. We had a crane assembly shop where cranes were assembled. We had a centralized planning room. The production man was there. The head of the foundry and machine shop was there. The route clerks and time study men and production clerks. In that department we routed and specified and made out work tickets from the bills of material that were written up by the engineering department.

Then we had the necessary supplementary departments such as receiving, shipping, maintenance, carpenter shop, stock room, store room, power house and yard gang.

Q. Now, has it been your practice ever since becoming assistant general superintendent and in charge of the 39th Street plant to hold meetings with the supervisory force?

A. Yes. We were an organization that had pretty much grown up together. We were pretty closely knit, and for years we had been having what we called noon meetings.

Trial Examiner McCarthy: N-o-o-n?

The Witness: N-o-o-n. It was directly after lunch at 12:30. Those meetings had been in existence ever since I came to Link Belt Company. The original meetings had to do with production. The meetings had as a chairman the chief production clerk, and all of the other
1810 departments had a production clerk working for them. The chief production clerk would give them the orders, when he wanted jobs shipped. These other fellows would have to report to him so that we could correlate the efforts of all of the departments so that when a job went down to the shipping room it was complete. That was the original function of the noon meetings.

Q. (By Mr. Seyfarth.) That is, you discussed production?

A. We discussed production.

I would say four or five years ago we thought we should broaden that after the production meeting was over. We were attempting to tie the plant closer to-

gether. So in order to broaden it, after the production clerks and so forth had finished their duties, they were sent back to their jobs. Then we had the tops of each of the various departments there, plus, at various days during the week, the head of the engineering department, the purchasing agent and the sales manager and the master mechanic, the shipping room man and the traffic man, so as to tie the group up so that every fellow would have a little better appreciation of the other fellow's job and, knowing something about the trials of the other fellows' job, they get along a little bit better.

Q. Now, did your discussion with the various operating heads turn to the subject of labor during the year 1936?

1811 A. Quite naturally. At the time we were relatively busy. There was, as we all know, a lot of labor agitation throughout the country, and it became necessary for us to formulate plans and ideas how to handle labor, how to better get along with them, how to keep up our relationships with our employees.

Q. Now, what were your general instructions to your operating heads regarding the position that they were to take on union organizations in the plant?

A. Well, I would say after the 12th of April, 1937, and with the Salmons case as a background, our very definite instructions to our supervisory group were that they had no place in unionization, their jobs was absolutely one of production, they could take no interest in it.

And then we would discuss those things in general and I would ask the men to cite me specific instances where they wanted advice or where they wanted things answered. Well, the most pronounced question, the question that came to me the oftenest, a foreman would say, "Well, so and so came to ask me 'Should I join a specific union'?" And our instructions to those men were that—

Trial Examiner McCarthy: You mean the foremen?

The Witness: Yes. Our instructions to the foremen and to individuals who would ask us—I had a great many ask me that same question—was that we can have

1812 nothing to do with recommending the joining of any union at all. "You will just have to use your own judgment and size them up and vote for yourself which way you want to go; we can have no interest in it."

Q. (By Mr. Seyfarth.) Now, you have testified, Mr. Berry, to quite a long history of employment with the

Link Belt Company and undoubtedly you became acquainted and more or less grew up with a great number of those men in the plant, didn't you?

A. I did.

Q. Now, did any of them ever come to you to ask you about unions?

A. A great many of them.

Q. What was your answer to them?

A. My answer was always, "I am sorry, I can't help you. We have nothing to do with it. You will have to form your own answers."

Q. Now, did you tell the heads of these various departments to pass along this information to their foremen?

A. Many times. That was discussed in the noon meetings several times a week.

Q. Now, at the time Salmons was discharged was it your policy at that time to give a man a warning before you discharged him?

A. It was.

1813 Mr. Seyfarth: Mr. Examiner, I have come to quite a convenient breaking off point.

Trial Examiner McCarthy: I just want to ask one question.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Did you warn Salmons?

A. The only instance I talked to Salmons about that was the instance I just related at the sand slinger head with Long John.

Q. Isn't that the reason you fired him?

A. That was several weeks before Salmons was fired.

Q. What was the reason you fired him?

A. For unionizing on company time.

Q. That was the time, was it not?

A. No, several weeks after that he was fired.

Q. What instance? I don't think you cited the instance.

A. I said several weeks before Salmons was fired, Fred Skeates and I were standing at the south end of the foundry. Salmons walked by us.

Q. To talk to Long John?

A. Yes, to talk to Long John.

Q. But is that the reason that you fired him, because he was soliciting at that time?

A. No, there were other times that I related.

Mr. Reynolds: I didn't hear any others.

1814 Mr. Seyfarth: Yes, he said after that he got reports that Salmons had continued his activities.

Trial Examiner McCarthy: He got reports?

The Witness: Yes.

Q. (By Trial Examiner McCarthy.) You didn't have any of your own knowledge?

Mr. Seyfarth: He didn't have any of his own knowledge.

The Witness: Only reports that I got from the supervisory staff.

Trial Examiner McCarthy: Seven-thirty.

Mr. Seyfarth: And then we will take up The National Metal Trades Association.

Trial Examiner McCarthy: Seven-thirty.

Mr. Reynolds: Seven-thirty?

Trial Examiner McCarthy: Is it convenient to everybody? We have got to finish this case up tomorrow.

Mr. Wham: Why not make it seven?

Trial Examiner McCarthy: I meant seven, rather.

Mr. Reynolds: I thought we were going over until tomorrow morning.

Trial Examiner McCarthy: We are, as I understand. We are probably going over into tomorrow afternoon and evening.

Mr. Reynolds: Why won't we get through tomorrow morning?

Mr. Seyfarth: There was a lot of cross-examina-

1815 tion that I didn't anticipate. I thought I would get started on Mr. Berry at 2 o'clock today, but I didn't.

Mr. Reynolds: I would rather have a night session tomorrow night if necessary.

Trial Examiner McCarthy: We will make it seven o'clock this evening.

(Whereupon, a recess was taken until 7 o'clock p. m.)

1816 After Recess.

(Whereupon, the hearing was resumed, pursuant to the taking of recess, at 7:00 o'clock P. M.)

Trial Examiner McCarthy: You may proceed.

EDWARD L. BERRY, a witness called by and on behalf of the Respondent, being previously duly sworn, resumed the stand and testified further as follows:

Direct Examination (Continued).

Q. (By Mr. Seyfarth.) Now, Mr. Berry, do you know a man by the name of Cousland who worked for the Link Belt Company?

A. Yes, sir.

Q. How long have you known Cousland?

A. Since 1917..

Q. You worked with him for many years, haven't you?

A. Since 1917, yes.

Q. Would you say that you were quite friendly with Cousland?

A. Well, he and I used to work together in the lathe department out there, and during my time as night foreman in the machine shop Jim was one of the men who worked with us. I knew him quite well.

Q. When was the first time that you knew of an association between Cousland and the National Metal Trades Association?

A. When I was made general superintendent; I 1817 believe that was around 1924 or 1925.

Q. Prior to that time did you know that he had anything to do with the National Metal Trades Association?

A. I did not, no.

Q. Now, you were head of the time study department of the Link Belt Company for five years, Mr. Berry.

A. Yes.

Q. At that time would you say that you had any association with Cousland in relation to time studies?

A. Yes, Cousland apparently was very much interested in time and motion studies, and he would ask me for books which I had, where there were meetings, and so forth, where he could learn more about time study.

Q. Now, you heard the testimony of Mr. Abbott with relation to the membership of the Link Belt Company in the National Metal Trades Association?

A. Yes.

Q. Now, regarding the fact that the Link Belt Company is a member of the Association and pays the regular scale

of dues, do you agree in substance with what Mr. Abbott stated?

A. I do.

Q. I don't ask that you agree with everything that he stated.

A. I do about the membership and what we get from it.

Q. And the various publications that you receive
1818 and the various benefits which the Link Belt Company receive from the National Metal Trades Association; as to that would you say that you are in agreement with Mr. Abbott?

A. I am.

Q. Will you just list briefly the services that your company receives from the National Metal Trades Association?

A. They have to do with apprentice and foremen training. They have one man in the Chicago district who spends all of his time on apprenticeship and foreman training.

They keep us posted on laws and their interpretation. Now, they have a man telling you something about unemployment compensation. They have some social gatherings. They used to have—they usually take the gang once a year to a general picnic in some outlying town around Chicago.

They have meetings about twice a month. One of them is the foreman's meeting and the superintendents' meetings. They keep us posted generally about the new things that come up in the metal working industry.

Q. Now, you have from time to time—

A. They further have an employment service.

Q. From time to time you receive various publications and correspondence from the National Metal Trades Association, do you not, Mr. Berry?

A. I would say two or three pieces of literature come over my desk a week.

1819 Q. During the course of the recent years was there any time that you made a practice of keeping this correspondence?

A. Usually not, no.

Q. I presume if something was of special interest to you you kept it until your interest had been served, is that correct?

A. Until I was convinced that it was of no further use to me.

Q. Now, directing your attention to the reports which came to you from the Metal Trades Association, from Cousland, did you ever keep any of these reports?

A. I never did.

Q. Why did you destroy the reports, if there is any reason for it?

A. Well, they would not serve any particular purpose, and they were of no particular value to me. If they were of any purpose at the time I acted on what may have been of interest to me, but I didn't think it was necessary to clutter up the file space with them.

Q. Did you ever receive at any time or to your knowledge did the Link Belt Company receive at any time any reports on labor activity or union activity in the Link Belt plant from the National Metal Trades Association?

A. I never received any reports through the Metal Trades Association from Cousland on union organiza-
1820 tion or union activity; and to the best of my knowledge no one else in the Link Belt Company did.

Q. Did Cousland ever advise you personally concerning union activity in the Link Belt Company's plant.

A. No, I have had very little contact with Cousland in the last seven or eight years.

Q. Did you ever ask the National Metal Trades Association or did any officer or agent of the Link Belt Company to your knowledge ever request any information on union activity within your plant from the National Metal Trades Association?

A. I never did.

Q. Are there any labor spies in your plant out there, Mr. Berry?

A. There are no labor spies in our plant to our knowledge.

Q. Do you believe that you need labor spies in your plant?

A. We have never felt that way.

Q. (By Trial Examiner McCarthy.) What do you call a labor spy, Mr. Berry?

A. I would call a labor spy a man who reported to the management union activities or personal things relative to an employee.

Q. Does dissatisfaction with the rates that the men would get on piecework come under that definition.

A. Not in my opinion, no.

Q. Wouldn't a man's attitude toward his employer
1821 arising from the amount of money he was receiving for his labor come under that definition?

A. No. In a plant such as we operate and the size we operate we have all kinds of people. Some people will go

to the rate setter and complain. Others will go to the foreman and complain. Others will keep it to themselves; and the more they keep it to themselves the more it finally boils up.

Q. That is one of the main purposes of the union when difficulties and differences arise from the rate scale, if they are not settled amicably, they take it up with the union and the union insists that something be done to arbitrate it?

A. I agree with that.

Q. So in a sense Cousland was performing a function similar to the function that would be performed by a grievance committee?

A. I agree with that.

Q. That was my understanding of his testimony.

A. Frequently there are people who will talk to one on their own level where they will not talk to a man who holds a position which is higher in the organization.

Q. (By Mr. Seyfarth.) Now, just what did Cousland's reports consist of, Mr. Berry?

A. Well, he would usually tell you that so-and-so 1822 was dissatisfied with the rate, or he would tell you that in a certain department there was an unfair practice. I remember one in particular that had to do with a department. He said there were too many broken milk bottles over the place; and we checked that through our hospital records and we found some fellows, quite a few in fact, who had cut themselves, their hands or their feet, on milk bottles.

It was stuff of that type.

Q. Did he make a report saying, for instance, that X was agitating for any particular union group?

A. No.

Q. Did he ever make a report that the XYZ union was attempting to gain a foothold in the plant?

A. He did not.

Q. Did he ever suggest that certain employees be laid off for union activity?

A. No, sir.

Q. (By Trial Examiner McCarthy.) Would he report on a case similar to that which was described in the testimony relating to Sorenson, which seems to be a difficult situation?

A. He made a report of the case of one man being a disturber throughout the plant, yes. That is, the fellow went wild, threw things around, and so forth; which would

be in his opinion and in our opinion an unsafe prac-
1823 tice in the plant.

Q. Now, to what extent did you observe the reports that Cousland made to you?

A. I don't understand the question.

Q. I will make it a little more explicit. On every occasion that you received a report from Cousland did you take steps to correct what he thought was a bad condition regarding time studies or unsafe practice?

A. If in my opinion it was a bad situation.

Q. As a matter of fact, Cousland's reports were merely advisory, is that the situation, or were they a means of information which you had?

A. Well, it was a sort of an advisory thing. He would make no recommendation to us.

Q. He would just report what he found?

A. He would state a condition.

Q. He would state a condition. After you examined into the situation, what did you do?

A. I might say that I always looked into it to see if there was any justification about the condition which he reported on; that is, any justification for an objection. If there was, I would talk to the people who I thought might remedy that condition.

Q. Now, aren't unions and the subject of labor generally so closely connected and interwoven that it is
1824 very difficult to distinguish one from the other?

A. Aren't unions what?

Q. And labor generally.

A. Well, you naturally—at least we do, associate labor and unions.

Q. Yes. But the mere fact of the existence of a labor group as separate and distinct, as far as Cousland's reports are concerned, from mere conditions which affect labor, is that correct?

A. Cousland had nothing to do with that type of union.

Trial Examiner McCarthy: Can you answer that yes, or no?

The Witness: Will you read it?

(Question read.)

The Witness: I can't make that out.

Mr. Seyfarth: Strike the question, I can't understand it myself.

Q. (By Mr. Seyfarth.) Would you say that in your opinion the fact that Cousland reported on time studies and working conditions would that lead you to believe

that Cousland was in any way a labor spy in your estimation?

A. No, he was not a spy.

Q. Now, you O. K'd the invoices, did you not, that went for the payment of Cousland?

A. Yes.

1825 Q. What did they usually average?

A. Oh, a fair average was from eight to nine dollars; it would usually run from seven to twelve dollars.

Q. Is that per week or per month?

A. That is per month.

Q. Did you ever inquire into these invoices?

A. I never did.

Q. Did you also consider that a reasonable sum for value received?

A. Yes.

Q. What is the fact regarding whether or not Cousland is blind in one eye?

A. Cousland has no vision in one eye.

Q. Did he lose his sight while working in your plant?

A. No, that was a cataract, as I understand it. He has had no vision in that eye for a good many years.

Q. Now, do you know Stanley Balcauski?

A. Yes.

Q. Did you ever have occasion to talk to Balcauski regarding an incident with Joe Sucrovich?

A. Yes.

Q. Will you tell the Examiner in a few words about that conversation and about the incident generally?

A. Fred Skeets came to my office and told me that Joe Sucrovich had asked for a raise. I told him that he

1826 couldn't have one, that we had given two or three horizontal raises, and an individual raise was not in effect for him at that time.

Several weeks later Joe came to Skeets and asked for a raise. Fred told him the answer would be the same as two weeks previous.

Joe told Skeets then, "Why do you give Stanley Balcauski a raise and not me?"

Skeets asked Joe how he knew that. Joe said Stanley told him he had had a raise. Fred Skeets told Joe to go out and bring Stanley in the office, which he did.

Fred Skeets asked Stanley if he had made that statement to Joe. Stanley denied that he had made that statement. Fred Skeets then said, "One of the two of you is lying."

Stanley then admitted that he had made that statement. I then asked Fred Skeets to bring the two boys to my office, and in the course of ten or fifteen minutes Skeets brought the two boys to my office.

I asked Stanley if he had said that. Stanley said he had. I told him that that was an unfair statement for any one to make, it might cause and would cause agitation and discontent among the employees.

I then told him to go back to his job and go to work.

I followed this up by putting a notice on the plant
1827 bulletin board relative to conditions of that type.

Q. I show you Respondent's Exhibit 2 for identification and ask you if that is the notice that was placed on the bulletin board?

(Handing document to witness.)

A. It is, a similar notice.

Q. And is this date August 12th, 1937, is that about the date that you posted it on the board?

A. The notice was posted the same day.

Q. Did you talk to Balcauski on August 12th or was it previous to that?

A. I talked to Balcauski on August 12th.

Q. Now, do you know John Kalamarie?

A. Yes, sir.

Q. He was a member of the C. I. O. grievance committee down there?

A. He was a member of the C. I. O.

Q. Did he ever make a trip to your office on the subject of grievances as a representative of the C. I. O.?

A. He was with the C. I. O. group on, as I remember, two occasions when they visited my office.

Q. Was the reason for the visit to your office to discuss the subject of grievances?

A. As I remember it, the first time it had to do with members of the C. I. O. coming in and asking for recognition.

1828 Q. (By Trial Examiner McCarthy.) When was that? Can you give us the date on that?

A. They were in to see me April 24th, I believe, and April 26th or 27th, 1937. As I remember, the second time I believe he was one of the members that came in with Salmons about Bozurich leaving.

Q. (By Mr. Seyfarth.) Now, did you ever have any meeting with the C. I. O. grievance committee after the month of April, 1937, to your best recollection?

A. The one that had to do with Paul Bozurich, I don't

remember what month that was. It has been, I would say, within the last three or four months.

Q. Bozurich was laid off November 9th. How long after he was laid off did that occur?

A. Well, I would be very much guessing, but I would say if I would guess it would be about four weeks.

Q. About four weeks after Bozurich was laid off?

A. That is my guess, although I have nothing to tie it to.

Q. According to your best recollection?

A. Yes, sir.

Q. Did you have any meeting with the C. I. O. grievance committee between the time they asked for recognition and the time that they came to see you on the subject of grievances where they discussed Bozurich's layoff?

A. The only thing that might be called a griev-
1829 ance was the Bozurich case.

Q. My question was: did you ever see the C. I. O. grievance committee as such in your office after the time they discussed recognition in April of 1937?

A. No, they were not recognized and we did not consider that they had a grievance committee.

Trial Examiner McCarthy: Just a minute, let me interrupt just a minute.

Mr. Seyfarth: Yes.

Q. (By Trial Examiner McCarthy.) When was the first time you had occasion to confer with or the alleged grievance committee of the C. I. O. had occasion to confer with you?

A. I talked with a group of C. I. O. people four times. The first of these times started about the 24th of April, 1937, when they were asking for recognition.

Then there were three times within a period of three days. The last time there was Mr. Riffe and a Mr. Martin, who were outside of our plant; that is, were not employees of the Link Belt Company, who were with them.

Q. (By Mr. Seyfarth.) After those conferences regarding recognition you state that you met with the C. I. O. grievance committee but once, and that was on the subject of Bozurich's layoff?

A. That is correct.

Q. Now, there has been some, either testimony or a remark by counsel, I don't know which it was, to
1830 the effect that Kalamarie was laid off about two

weeks after he came in to see you on a grievance committee meeting.

Now, did Kalamarie ever come to see you on behalf of the C. I. O. after the month of April, 1937?

A. I am not quite clear as to whether Kalamarie was with the C. I. O. people when they came in to talk about Paul Bozurich, I can't swear to that with any assurance.

Q. Kalamarie was laid off on November 30th, 1937. What date was Bozurich laid off?

Trial Examiner McCarthy: November 9th.

Q. (By Mr. Seyfarth.) He was laid off November 9th, 1937. To your best recollection you say they came to see you a month after Bozurich was laid off?

A. Yes.

Q. Then they must have come to see you sometime after Kalamarie was laid off?

A. They could come in to see me after they were laid off, because Paul Bozurich came to see me when he was no longer employed there.

Q. He came himself?

A. Yes.

Q. Afterwards the committee came on his behalf?

A. I believe the committee came before Paul.

Q. Did they come directly after his layoff or was it about a month afterwards?

1831 A. It was about a month afterwards, as I remember it.

Q. Do you know now whether or not Kalamarie was a member of that committee which came to see you about Bozurich?

A. I couldn't say that he was, but I have a faint recollection that he was one of those men, but I wouldn't swear to it.

Q. Did membership or non-membership in any particular union group have anything to do with Kalamarie's layoff?

A. It had not.

Q. Did you issue any orders for Kalamarie's layoff?

A. I did not.

Q. Did you ever issue any orders or instructions to Mr. Skeets with reference to Kalamarie?

A. No.

Q. Now, Donald Sullivan testified that one George Linde told him that he had just been to a meeting with you and you told him all the good things about the Independent Union.

Did you ever tell George Linde any good things about his union group?

A. No.

Q. Do you know Alex Kachkta?

A. Yes.

Q. Kachkta testified that on September 22nd, 1936, he was called to your office and was shown an application card, and you said, "What are you trying to do?

1832 When things get slower, you will be out of here."

Did you have any such conversation with Kachkta?

A. I did not.

Q. Did you have a conversation with Kachkta?

A. Yes, sir.

Q. Will you tell the Examiner briefly what that conversation was?

A. I called Kachkta to my office and told him that he had been doing too much running around the plant and not attending to his own business, and I wanted him to stop it; and he said, "Well, I have a hard time."

I said, "What do you mean by that?"

He said, "People, lots of people come to my home at night, and won't let me sleep, keep bothering me all the time."

I told him well, I had nothing to do with that, and all that I was advising him to do was to go back in his department and go to work and keep working while he was being paid for working.

Q. Mr. Berry, do you know Paul Bozurich?

A. Yes, sir.

Q. You heard his testimony here, didn't you?

A. Yes.

Q. He testified you were present in the employment office on November 9th, 1937, when he was laid off.

1833 A. I was present.

Q. And he said that he stated to you that you should follow seniority, and you said, "We do follow seniority."

A. That is a correct statement.

Q. In substance is that true?

A. Yes.

Q. He testified that he went to see you on a number of occasions and on November 22nd, 1937, there was a grievance committee meeting at which Berry, you, said that you would have nothing to do with the C. I. O.

Did you ever tell any grievance committee meeting or

group of the C. I. O. that you would have nothing to do with it?

A. I did not.

Q. Do you know whether or not there was a grievance committee on November 22nd, 1937?

A. There were some C. I. O. men, together with Paul Bozurich, who came to my office sometime later after Paul Bozurich had been discharged.

Q. Do you know whether or not Kalamarie was present at that meeting?

A. I have a faint recollection that he was.

Q. I thought that might straighten it out, he might have been present on November 22nd, 1937.

A. I have said that I thought that Kalamarie was
1834 present at the meeting when the C. I. O. people came in to see me relative to Paul Bozurich's layoff.

Q. As to what date that was—

A. I wouldn't know.

Q. You would not remember?

A. No.

Q. Now, that time Bozurich said that Salmons asked you, "Are you going to recognize our union?"

A. At that meeting?

Q. Yes.

A. That is an incorrect statement.

Q. Salmons asked that, I presume, back in April, 1937, is that right?

A. That is correct.

Q. You state now the meeting of November 22nd, 1937 was a grievance concerning Bozurich's layoff?

A. Yes.

Q. Now, did Bozurich come to see you on December 29th, 1937?

A. I am not sure of the date. Bozurich came to see me two or three times individually; by that I mean he was alone.

Q. He testified you told him, we still have men to lay off, and as soon as things pick you would take him back? Is that true in substance?

A. Substantially true, yes.

1835 Q. Bozurich also said you told him that the C. I. O. had nothing to do with it and you hoped that everyone was as frank as he about it, is that correct?

A. That is substantially correct.

Q. Now, he said that he went to see you later on and

you told him on that occasion that there were still more men to lay off and that you had not been selling any cranes.

Is that substantially true?

A. Yes.

Q. Now, he testified to an occurrence on March 3, 1938, at a time when he said he was distributing handbills at the gate of the plant.

What at that time did the two of you say to each other?

A. That was a bit late in the afternoon; I was leaving the plant for the day, and I saw Paul passing out something. I think I said, "What the hell are you doing here, Paul?"

Paul said, "Would you like one?"

I said, "Sure, I would like one." He handed me one, and I looked at it, and I said, "Will you let me in?"

He said, "Sure, I want to know when you will be up there."

I said, "I might see you up there after a while."

Q. It was more or less in a jocular vein?

A. To me it was.

Q. Did he laugh?

1836 A. Yes.

Q. I presume you did, too. Now, Mr. Berry, do you know anything about the layoffs of the other men that have been testified to here besides what you have stated in the course of your testimony?

A. It was my general practice to know every man that was laid off. I naturally did not go into the full details of each layoff. We knew we had a rather difficult job to do, and it is always difficult to separate people from employment.

Q. That is not a pleasant task as far as you are concerned?

A. It is the worst job we have.

Q. Now, Mr. Berry, did you ever take up with Mr. Skeets how you were going about this laying-off proposition when economic conditions became such that you were forced to lay off men?

A. We went over it in detail with all of our major supervisors, both individually and in groups.

Q. What was your general policy regarding layoffs?

A. I wonder if I might say something further about the operations of the plant.

Trial Examiner McCarthy: Yes.

A. I think perhaps some of us are a bit hazy on the kind of a plant we operate. We are an engineering plant,

we don't operate a production plant. In other words,
1837 we make the thing that the salesman sells, rather than the salesman selling a thing we make. By that I mean it is special order stuff.

We have an engineering department of about 100 to 125 in normal times.

Q. (By Mr. Seyfarth.) In other words, you make your product the same as the Lincoln Automobile Company makes automobiles in their custom-built body line?

A. Yes, practically everything we make is different. We don't have one standard line that we can put men on to knock out and knock out all the time. We have to have a great deal of flexibility in the outfit, people who can do more than one thing. Sometimes we have a vast amount of work in the department or floor, or one group in a department. In the next two weeks we may not have anything there at all.

So in a way we operate an engineering plant. An engineering plant is something like a big shop that takes on anything that comes, and you make it to the best of your ability.

We have stated the various major departments that we have in the plant. Then each major department, for supervision, for flexibility, for costing, is broken down into sub-departments. Each sub-department has a head and has a certain amount of equipment within it. That does not necessarily mean that all of the equipment performs
1838 the same function in one department.

For simplicity sake it may be divided geographically. For instance, Charlie Leonard's department is separated just because we have a tunnel running east and west through the machine shop, and everything south of that so-called tunnel is Charlie Leonard's department.

In that department we have large boring mills, small boring mills, lathes, cutting-off saws, some bolt cutters, some key seaters, key-seating machines, some broaches, and some rolling machines; so he has a rather wide range of equipment within the department.

In the machine shop also we have what we call the drill press department. That has presses from 18 inches to 8 feet.

We have planers, we have shapers. Then directly across the middle of the shop on the east side is the lathe department. They have chucking lathes, engine lathes, from 12 inches to 48 inches in diameter; horizontal boring mills, floor boring mills and slotters.

Then ilorth of that we have an assembly floor where all of these things that are machines are assembled into units. The steel shop is divided practically the same way there, but of course their equipment is different and the function of that equipment is different.

1839 It has already been stated how the foundry is separate, and we have told why these separations are made.

Q. (By Trial Examiner McCarthy.) Do you know of any reason, Mr. Berry, why most of those layoffs or discharges have arisen in the foundry?

A. Because the foundry is always the first thing to feel the effects of a recession in business, and the other shops follow right along after the foundry. The foundry gets it first because the product has to come from the foundry before the machine shop can work on it.

Q. It is not necessarily because of the character of the men employed in the foundry?

A. No. The foundry is always the first to slacken and always the first to pick up, because you must have the raw product to work on before the machine shop builds it. They work on it in the machine shop after the foundry gets through with it, so the foundry is always the first to feel it either in a recession or when business picks up.

Q. (By Mr. Seyfarth.) Now, I was asking you about your conferences with Mr. Skeets and the other department heads about the subject of layoffs.

Did you suggest to the heads of the various departments, and was it understood that it would be necessary to follow seniority to the point where it became impractical for you to do so in the efficient operation of a particular occu-

1840 pational unit?

A. That is the manner in which we conducted the thing, yes.

Q. (By Trial Examiner McCarthy.) You are speaking of seniority now?

A. Yes. At the time this recession started we did not know how long it was going to go, and we said first—and I am speaking generally, in general terms—that first we will separate from our employment men hired in 1937; and if we can no longer furnish enough work to keep the men in 1937 we will go back to 1936; and if the time then comes that we cannot handle the people employed in 1936, then we will go back to 1935 on a seniority basis.

When the time comes that we have so little work that we have to go beyond 1935,—that means then a man has had

about three years in our plant; and we have what we term three years equity in that man, he learned certain operations, and we figure that we have an equity in that man by that time, which represents quite a bit of money to us, and also is worth so much money to the man himself—then we would not follow this strict seniority as to men who were hired previous to 1935, but we would select our men. That is, if we had two men, one of whom was much better than the other man, although he had less seniority than the other man, we would keep the man whom we had the greatest amount of equity in and the man who himself had the
1841 greatest amount of equity. In other words, the man who would do us the most good. In other words, we have to operate efficiently and economically.

Q. (By Mr. Seyfarth.) I assume, Mr. Berry, every now and then a man is hired who has an unusual amount of ability on a particular job.

A. That is true.

Q. In the event that you should hire that man in 1937, who showed an unusual amount of ability and was of exceptional value to you in any given position, would you still adopt that rule that the 1937 men would go out first, the 1936 next and the 1935 next?

A. The men were laid off according to that rule. It was our determination to stick to that rule and we did stick to it. Some of the foremen did not like it if they had a good man who came under that rule, and we had many discussions on that point, but I thought it was only fair to the older fellows to follow that rule.

Q. Mr. Berry, you have heard the line of questions pursued by the learned Mr. Reynolds—and I really mean that when I say it, Mr. Reynolds—concerning the slipping back into some department of a man whom you had promoted at some time or other.

Do you understand what I mean?

A. Yes.

Trial Examiner McCarthy: Take the Kalamarie case.

1842 Q. (By Mr. Seyfarth.) Take the Kalamarie case.

Let us talk about Kalamarie. He had worked as a laborer and then he got a job as a burner, and then he got a job as an arc welder.

You recall the case, do you?

A. I have heard the testimony here, yes.

Q. Now, ordinarily speaking, what would be the result if you were to adopt the practice of taking a man like Kala-

marie and putting him back in a laborer's position after he had once reached the stage of being an arc welder and had been promoted a couple of times, and it was your intention to keep him arc welding permanently?

A. Well, when you start doing a thing like that, it is a good bit like when you build up a lot of dominoes; when you drop one they all fall. You would be continually dropping a man down, down, and down, and the first thing you would have an entirely different, an entirely different plant, and you would have to start over again with those fellows, they would be inexperienced, they would have to learn it over again. You would lose in efficiency.

Q. (By Trial Examiner McCarthy.) Do you know whether or not that has been the practice in other industries? For instance, take the railroads as an illustration, an engineer becomes a fireman.

A. I believe that is the practice in railroading, yes.

1843 Q. And why wouldn't it work out here?

A. In the metal industry that has never been the practice. I believe it has been in effect on the railroads for some years. In other words, on the railroads usually the man is bumped off, as they call it, dropped down one level.

Q. Generally speaking, hasn't the conditions in the railroad industry been more stable than any other industry in the country?

A. I believe they are not. I have a good many relatives in the railroad industry, and they are up and down very often.

Q. They are up and down on that scale?

A. Yes.

Q. But they are not apt to have any disputes or strikes because of that?

A. I do know that in the railroads they give recognition to service. I know a little about the Pennsylvania Railroad. After you have gotten in a certain number of years of service, they take that into consideration.

As I remember it, up to seven years of service they are given very little consideration when business drops off. When they have fifteen or twenty years of service, and railroads are noted for men with long service records, they pay attention to that.

Q. The railroad brotherhoods understand that condition, do they not?

1844 A. I assume they do.

Q. But as far as I can gather from testimony here,

the witnesses did not understand the rules applied by your organization?

A. Well, of course, my knowledge of railroads is that they have had a setup like that for a great many years. We are rather new in this thing.

Q. (By Mr. Seyfarth.) Now, in the railroad business, Mr. Berry, isn't it a fact that there are brakemen and there are conductors and there are firemen and there are engineers. Isn't that generally speaking, about the setup?

A. That is in the locomotive end of it.

Q. Did you hear of a fireman in slack times going out and working on the ties and rails as a sectionhand?

A. I never have, no.

Q. No, neither have I. It seems to me as though there are too many different departments and things to make that practical, to put into effect that general system, isn't that a fact?

A. It would be entirely impossible to operate efficiently under it.

Q. Now, Mr. Berry, complaint has been made against you, or rather against the Link Belt Company, that you instigated and advised and urged and warned your employees to join what was known as the Independent Union of Craftsmen; and that you otherwise fostered, pro-
1845 moted and urged the formation and growth of the Independent Union?

Did you knowingly or otherwise do any act which would lead to such a conclusion?

A. No.

Q. And you are also charged, Mr. Berry, with the discharge of Nels Sorenson, Nick Cumovic, Mike Korbel, Paul Bozurich, Stanley Balcauski, John Kalamarie and Harry Johnson, for joining and assisting the C. I. O. union.

Did you knowingly or otherwise do any act which would lead to such a conclusion?

A. I did not.

Q. Did any one under your supervision and control to your knowledge do any of the acts to further such conclusions?

A. They did not.

Q. Did you reinstate Louis Salmons to a different position in the plant than that which he previously had, and did you force him to work a fewer number of hours than prior to his discharge, and fewer hours than other em-

ployees who performed similar work before his discharge and after his reinstatement?

A. When he was rehired he had the kind of work he was capable of doing. By that, I mean he did not do exactly
the same thing that he had done before he was dis-
1846 charged. That was a thing that was taken up with Mr. Beman at the time we made the deal to take Mr. Salmons back.

Mr. Reynolds: If the Examiner please, I object and ask that the answer be stricken.

Trial Examiner McCarthy: The same ruling.

Mr. Seyfarth: Yes.

Q. (By Mr. Seyfarth): Now, was it your understanding that Mr. Salmons when he was rehired that he was to get the kind of a job that you gave him when he returned to work?

A. We had no such understanding.

Q. You mean you had no understanding that he was to receive the job he previously had?

A. That is correct. He was to do work that he was capable of doing. That was electrical work.

Q. What kind of work had he been working on since he was reinstated, Mr. Berry?

A. He had been working on a bench, fixing up armatures, windings, fixing up switch boxes, and at times he has been out in the plant fixing up motors.

Q. Would you say that his situs of operation is now at one particular place, and would you say that is different from what it was before?

A. I would say he was located in one place 80 per cent of the time.

Q. That was more or less in agreement, in harmony
with the agreement, that he was not to do any organ-
1847 izing on company time?

A. Yes. We were trying to protect ourselves, and we were trying to protect Salmons.

Q. I assume you realized if he was out in the plant on business he might be asked questions by the employees?

A. He might be asked, and I didn't want to put him where he might. What would happen, every time a man would see him, he would look at him in a sort of cockeyed wonder, and wonder what he was doing here. We thought if he was located the greater amount of the time in one place we would not have that to contend with.

Q. How does the rate of pay Salmons now receive compare with what he received before his discharge?

A. Oh, I think Louis is getting around one dollar or one dollar and one or two cents an hour. What he got before his discharge, I don't know, except there were about two raises that went into effect while Louis was out of the plant.

Q. He got the benefit of those raises?

A. He got the benefit of the horizontal raises while he was out of the plant, yes.

Q. What is the fact with respect to the number of hours that he now works as compared with the number of hours that he worked before he was discharged?

A. Of course, the hours that he is now working are very much cut down, because I believe the depart-
1848 ment, the electrical maintenance department, the men there now work around 35 hours a week, or whatever it is. The base week is still 40 hours, when we have the work available.

Q. Has Mr. Salmons been discriminated against in any way, shape or form by reason of his discharge, by reason of the number of hours that he works?

A. I would say not to my knowledge. He has worked when we had work. Sometimes he has worked less than 40 hours a week, but 40 hours a week is still our base week.

Q. Now, was Louis Salmons or Joseph E. Novak discharged or discriminated against in any way, shape, manner or form because of membership in the C. I. O. union?

A. No.

Q. Now, was Frank Solinko, a son of Peter Solinko, hired on the condition that Peter Solinko become a member of the Independent Union?

A. All I know about that case is what I heard in the testimony here.

Q. And from the testimony of your agents?

A. Our supervisory staff.

Q. And from your supervisory staff would you say that that is not the fact?

Mr. Reynolds: I object to that, if the Examiner please, that it is immaterial what his understanding is of the tes-
timony in the case.

1849 Mr. Seyfarth: Yes.

Trial Examiner McCarthy: Sustained.

Mr. Seyfarth: I will withdraw that question.

Q. (By Mr. Seyfarth.) Now, did you discriminate with regard to the working conditions or the tenure of employment of Sorenson, Cumovich, Korbel, Balcauski, Bozurich, Kalamarie, Harry Johnson, Louis Salmons and

Joseph E. Novak because of any affiliation that they may have had in any particular union group?

A. We did not.

Q. Did you ever discourage or encourage membership in any particular union group?

A. We did not.

Q. Did you or any agent or servant of the Link Belt Company ever promise to pay its workers more days work per week or more hours per day in the event that they became members of the Independent Union?

A. They did not.

Mr. Seyfarth: You may cross examine.

Trial Examiner McCarthy: We will have a five minute recess.

(A short recess was taken.)

Trial Examiner McCarthy: According to the stipulation filed herein I notice it says, "Subsidiaries of Link Belt Company operate plants in San Francisco,
1850 Toronto, and Elmira, Ontario, and Philadelphia, Pennsylvania."

Are those subsidiaries wholly owned by the Link Belt Company?

The Witness: To the best of my knowledge they are.

Q. (By Trial Examiner McCarthy:) They are?

A. Wholly owned by the parent company.

Q. By the respondent in this case?

A. Yes.

Cross-Examination.

Q. (By Mr. Reynolds.) Mr. Berry, one question about the old Employees Board. You said that certain matters were voted on by the representatives. What was the purpose of voting on a proposition in that Employees Board?

A. To get a cross-section of opinion of the seven members of the Employees Board.

Q. But the vote itself had no binding effect on the company, per se, did it?

A. The vote had no binding effect on the company, no.

Q. It was merely for the purpose of perhaps guiding the company's actions; advisory rather than mandatory, you might say?

A. If the company said—if the Employees Board asked for something and the company said, yes, we will do thus-and-so, or we will do this, sometimes it was agreed upon unanimously; sometimes it was voted upon.

1851 Q. Now, with reference to Mr. Salmons' case, I believe you stated that the only direct statement that you had with regard to Mr. Salmons' activities was the sand slinger; was he the only one?

A. John, the sand slinger; and he told you what he related here. The additional information I got from my supervisory staff.

Q. Did your supervisory staff tell you of overhearing conversations between Mr. Salmons and employees?

A. They told me they had seen Mr. Salmons passing out invitations to join the C. I. O. They told me nothing about conversations. They were apparently not close enough to overhear conversations.

Q. Those cards which you produced, they were found scattered throughout the plant?

A. They were found scattered throughout the plant and some were handed to me.

Trial Examiner McCarthy: That is, referring to Respondent's Exhibit 26?

Mr. Reynolds: Respondent's Exhibit 26, yes.

Q. (By Mr. Reynolds.) Now, some of them were handed to you in groups of five or six or more?

A. Some were handed me in multiples of one, some were handed to me as one group.

Q. Did you examine the serial numbers on these cards?

1852 A. I saw there was a serial number on them.

Q. Now, it is a fact, is it not, that there is one group of nine cards that run in connected numbers from 8290 to 8299?

A. I did not examine them for numerical progression at all. (Examining documents.) That is correct, there is a progression here from 8290 to 8299.

Q. And there is another numerical progression of five cards starting at 8269 and running to 8273.

(Handing documents to witness.)

A. That is correct.

Q. And there are odd cards here numbered 8211 and 8213?

A. That is correct.

Q. Isn't it a reasonable inference from that that these cards were simply not promiscuously scattered about the plant but were brought to you in groups?

A. I threw away, I imagine, a hundred of those cards. I did not attempt to keep all that I got.

Q. Did you hear Mr. Salmons testify that he only received 50 cards at that time?

A. I don't recall what he said about the number of cards he received.

Q. Did all the cards have Mr. Salmons signature on them?

A. All that I remember seeing had Mr. Salmons signature on them, yes.

1853 Q. Now, were there any complaints made to you by your supervisors that Mr. Salmons was neglecting his work on account of his union activity?

A. Complaints were made that Mr. Salmons was spending too much unnecessary time in various departments throughout the plant.

Q. (By Trial Examiner McCarthy.) Was there any direct evidence that he was organizing during that period?

A. Only what I have previously testified to, that some foremen saw him passing those cards to people.

Q. But passing a card of itself would not take very long, it must be talking which would take up more time.

A. They were not close enough to the man to hear what he said. If Mr. Salmons saw a supervisor he would be on his way.

Q. Would he pass out the card at the same time?

A. That is correct.

Mr. Seyfarth: Then there is the sand slinger incident, too.

The Witness: Mr. Reynolds has referred to that.

Trial Examiner McCarthy: That man has not testified here, has he, Long John?

The Witness: I guess not.

Q. (By Mr. Reynolds.) That is the only warning Mr. Salmons was ever given directly?

1854 A. That is the only warning I gave him, yes.

Q. At that time there was no direct reference to union activity, was there?

A. No, he was told to keep on going.

Q. Did you feel that that was sufficient warning to let Mr. Salmons know that union organizing was taboo to the company?

A. I believe Salmons knew what I was talking about, because he has testified that he knew he was going to get fired.

Q. Now, after the Independent Union started to organize you didn't get any reports at all, did you, of solicitation on company time?

A. I told all of our supervisory group, that is, the major group, just after that, to keep all of the employees moving; no groups and congregating and talking.

Q. But you received no reports of union organizing on company time?

A. I had the reports of several foremen saying that they told individuals to break it up and get out of the departments and keep moving.

Q. You never had any further complaint about those individuals that were told to break it up and keep moving, is that right?

A. One reprimand was usually enough.

Q. But not in all cases, is that right?

1855 A. Generally speaking, I would say in all cases.

Q. You did not fire any man last April for organizing the Independent Union, did you?

A. We did not. We had one experience with Salmons, and we thought that was enough.

Q. What evidence did you have on Mr. Novak?

A. Passing out request cards for the C. I. O.

Q. Who ever saw Novak passing out cards?

A. Mr. Simmons saw him passing out cards.

Q. Did Mr. Simmons recover the card?

A. No.

Q. Did you make a personal investigation of that thing?

A. I asked Simmons if he saw Novak passing out the cards.

Q. Did you give any warning to Novak?

A. I did not.

Q. Did anybody give him any warning?

A. Simmons told him to pay attention to his job and break up talking.

Q. He didn't accuse him of union organizing, though, did he?

A. He did not to my knowledge.

Q. Then you did not always follow your policy of giving one warning before discharging for union activity?

A. We told both Salmons and Novak to pay attention to the job, to keep working, not walk around so much.

1856 We tightened up on that rule after we went through the Salmons and Novak deal.

Q. You heard Mr. Novak's testimony, that he did not become a member of the C. I. O. until last spring, did you?

A. I heard him testify. I can't remember the date that he testified as having joined the C. I. O., I don't remember.

Q. Didn't he protest to you that he had not done any organizing?

A. He did, yes.

Q. And he was not a member of the C. I. O.?

A. So he told me.

Q. You did not believe him because Mr. Simmons said he had seen him passing out C. I. O. cards?

A. I believe Simmons told the truth, that is all.

Q. Simmons did not recover the card and show it to you, did he?

A. No.

Q. (By Trial Examiner McCarthy.) Who is Mr. Simmons?

A. The foreman of the crane assembly shop.

Q. (By Mr. Reynolds.) What was the basis of your statement that Mr. Salmons was using more of the company's time organizing than anything else?

A. Well, he often would be standing around a motor not doing anything, not even touching it, talking to the men standing there.

1857 Q. Did you observe that?

A. I observed that, yes.

Q. In more than the one case that you testified to of the sand slinger?

A. I saw Salmons a great many times walking through the plant, standing looking at things, and when he saw me coming he would keep on his way.

Q. Now, when the foreman, Joe Forss, testified that Nels Sorenson was a good worker and not lazy, would you say that he was mistaken?

A. To my knowledge I never came in as close contact with a fellow like Sorenson as his immediate supervisor. I saw him working around the plant, washing lights, and one thing and another.

Q. Was it your impression that he was lazy?

A. I didn't pay much attention to him.

Q. You were led to believe all of these other things about him, weren't you?

A. I was quite ready to believe after the demonstration I saw.

Q. Now, at the time the Independent Union of Craftsmen started organizing in April of 1937 were you present at the plant a week or ten days following the 12th of April, the time of the Wagner decision?

A. As far as I remember I was at the plant during 1858 that whole time.

Q. Were you out around the plant very much at that time?

A. Oh, it is my custom to make about ordinarily three or four rounds of the plant a day.

Q. Didn't any of your foremen or supervisors make any reports to you about the progress of the organizing of the Independent Union?

A. They did not.

Q. Didn't you hear that they were organizing during the noon hour, before work and after work?

A. I testified to the fact that the first I knew of the Independent Union of Craftsmen was April 19th, 1937, when the committee of three came to my office.

Q. A few days later the agreement was executed between you and the Independent Union of Craftsmen to recognize them as the sole bargaining agent for the employees, is that right?

A. Correct.

Q. Did you make any investigation to find out how those signatures had been obtained?

A. I had the signatures and counted the names. I didn't ask them how they got them.

Q. Did you make any comparison of the signatures with your corporate records? You didn't do that, did you?

A. I am not enough of an authority on handwriting. I made a check of the man's name against my type-
1859 written payroll record.

Q. You knew at that time that the C. I. O. had membership in your plant, didn't you?

A. Yes.

Q. Did you think it was a sporty thing to do, to recognize one union like that without even making any investigation of the membership in the other union?

A. That didn't enter into the realm of sports on this thing, it was a very serious thing.

Q. Did you ever hear of one man being a member of more than one organization?

A. I was not interested in what they belonged to or how many.

Q. Weren't you interested in knowing what labor organization the majority of your employees desired to have represent them for the purpose of collective bargaining?

A. I knew that when they came and asked me for recognition.

Q. You took their word for it, as to whether they represented the majority of the employees?

A. I checked their signatures and found that that was the majority of the men who worked for us.

Q. That was all the proof you needed to convince you that the men desired that union?

A. In my opinion that was all that was necessary. I stated in my testimony we took that up with the general office and got legal advice, and then we agreed to recognize them.

Q. Did you recommend to President Kauffmann of the Link Belt that the company recognize this group?

A. I did.

Q. Now, there has been some testimony here from a dozen or more of your foremen who have been on the stand that they received instructions not to interfere with union activity there at the plant.

Did you give those instructions?

A. I gave the instructions to the major supervisory group, not to the sub-foremen.

Q. What instructions did you give to the major supervisory group?

A. That they should have nothing to do with union organization or unionization of the men regardless of who the particular union might be. I think I testified pretty generally to that, that their job was to look after production, and if any employee asked any of the sub-foremen, regardless of whether they were major foremen or sub-foremen, they would tell them they had to draw their own conclusions, that they could not help them out in the selection of a union.

Q. Were those instructions given after you found there was some question of representation out there, as to whether the men wanted to line up with one union or another?

A. The thing that prompted us to tell our supervisors that was there were so many men who didn't know what to do. Of course there was nothing we could tell them. That was one of the reasons why the instructions were given to the supervisory group.

Q. You mean between the C. I. O. and the Independent Union of Craftsmen?

A. Yes. Men would ask the foremen: what do you think about this, or what should we do; what does the company want us to do.

We told them that the company could not tell them what to do, that you will have to look up the unions and draw your own conclusions which gang you wanted to associate with.

Q. You gave those instructions to the general supervisory force?

A. Yes.

Q. Above the grade of foreman?

A. The department heads, Mr. Skeets, Mr. Longwell, Mr. Miller, Mr. McElroy, fellows like that. We didn't go all the way down; that was their job to do that.

Q. When did you give out those instructions?

A. I can't tell you when they started; sometime in April of 1937.

Q. It had to be after April 19th, though, didn't it, Mr. Berry?

A. I would say so, yes.

1862 Q. Because you had not heard of the Independent?

A. That is correct.

Q. By the 19th the Independent Union of Craftsmen had secured something like 760 signatures of the men employed at the plant?

A. They must have received the signatures before the date of April 19th, 1937, or they couldn't come to me and request recognition.

Q. Your instructions to your foremen were more or less a dead letter after that time, were they not?

A. They would naturally be because they would know there would be a controversy between the two unions.

Q. There was not very much controversy after the company recognized the Independent Union of Craftsmen as the sole bargaining agent, though, as far as the company is concerned, was there?

A. Certainly, there has been controversy ever since; the C. I. O. have been to the Labor Board.

Q. (By Trial Examiner McCarthy.) Not as a union, though. Not under what we call Section 8, subdivision 5, collective bargaining, not on the question of union recognition?

A. I know there has been members of the C. I. O. to the Labor Board.

Q. (By Mr. Reynolds.) Did it ever come to your knowledge that any of your supervisory employees before

1863 you gave these instructions had taken a course of action which would be contrary to that instruction?

A. It had never come to my knowledge, no.

Q. If the testimony of the C. I. O. witnesses in this case is to be believed, is that correct?

A. I don't understand your question.

Q. Since the testimony in this case, which links up about five or six of your foremen to the work of soliciting for the Independent Union, is that to be believed?

A. I have heard the testimony regarding it.

Q. But you don't believe that because your foremen, those foremen mentioned denied that they did that?

A. We hold the foremen responsible and naturally take their word for what they tell us.

Q. Being held responsible they might be somewhat reluctant to testify to any violation of that practice, wouldn't they?

A. We don't have that kind of an organization at the Link Belt Company.

Q. Now, referring to the reports that Mr. Cousland made to the National Metal Trades Association, which were in turn forwarded on to you, do you know why that awkward and cumbersome arrangement was gone through with?

A. I know nothing about the arrangements which the National Metal Trades Association have for carrying on their business.

Q. Mr. Cousland's reports only had reference to 1864 matters of efficiency which could very easy be taken up with his supervisory superiors; is that right?

A. I had no control of how the National Metal Trades Association conducted the routine of their affairs.

Q. Did you know that the National Metal Trades Association always destroyed the reports Mr. Cousland sent in to them?

A. I didn't know it until I heard Mr. Abbott so testify.

Q. The fact that you disposed of his reports had no connection with the fact that they destroyed theirs also?

A. None whatever.

Q. Did you ever have any question about that expenditure of $9.00 per month which was paid out for Mr. Cousland?

A. I testified that I had never questioned the expenditure.

Q. Now, you also testified that at times Mr. Cousland might report upon dissatisfaction of the men with certain piecework rates or other working conditions in the plant, is that right?

A. I testified that he made reports on piecework rates and unsafe practices.

Q. But if he found dissatisfaction with the employees about representation for collective bargaining, that was a matter that he would keep strictly away from?

A. It has been testified here that Mr. Cousland
1865 never reported on labor. I testified to the same thing.

Q. You don't know whether he was interested in labor matters or not?

A. I never asked him.

Q. You don't know that he joined the C. I. O. and attended their first three meetings, until he was exposed by the LaFollette Committee?

A. I know nothing about that.

Q. After which he came out and announced he was quitting the C. I. O.?

A. I did not.

Q. Did you know some years ago he was a member of the A. F. of L.?

A. I did not.

Q. Did you know in general what the policy of the National Metal Trades Council was toward labor organizations?

A. All I knew about the National Metal Trades Association, as I testified on the stand today, is when I heard Mr. Abbott's testimony.

Q. You didn't read the LaFollettee Committee report about the National Metal Trades Association?

A. I did not.

Q. Did you know that one of the principal subjects that the Link Belt Company took up with the National Metal Trades Association was with relation to labor relations?

1866 A. The only thing that I knew of the Link Belt Company taking up with the National Metal Trades Association was the fact that we got various pieces of literature. That comes over my desk two or three times a week.

Q. Do you have any idea, Mr. Berry, why this secret arrangement of the Cousland reports was made?

A. It was in effect when I took over the general superintendency. I know nothing beyond that.

Q. Wouldn't it be your assumption that the use of that particular technique would be for the purpose of concealing the nature of his operations?

A. I couldn't assume anything like that in view of the type of messages we got from Cousland through the National Metal Trades Association.

Q. Did you ever call Mr. Cousland in for personal conversation after receiving any of these reports, for elucidation or explanation?

A. No.

Q. Did you ever pay any attention or act upon those reports to any extent?

A. Some of them I did.

Q. (By Trial Examiner McCarthy.) Do you happen to have that arrangement with the Caldwell plant, or do you know?

A. I know nothing about the operations of the Caldwell plant.

1867 Q. Or any of the other plants?

A. Or any of the other plants, no.

Q. Any of the other plants covered in the stipulation?

A. I know nothing of the operation of any other plants except that one.

Q. I wondered why that applied to the 39th Street plant. Apparently it is the only plant it has occurred in in the Link Belt group.

A. I know nothing about any of the other plants.

Q. Are the conditions in the 39th Street plant different from the conditions in the other plants?

A. Generally there is no difference; all the plants make more or less a different product, and we will stand on our own footing for organization. Each plant is self-contained, headed by the general officers.

Q. So far as you know there might be the same thing in other plants?

A. I wouldn't know.

Q. You would not know that?

A. No.

Q. (By Mr. Reynolds.) Now, how did Mr. Cousland's reports come to you; in the form of letters, reprints of letters?

A. It was a reprint of a letter, yes.

Q. Was there ever any more than one sheet per month, one sheet of paper?

1868 A. I don't remember of ever getting more than one sheet a month. I think some months maybe there wouldn't be any.

Q. Now, the reports for a whole year would take up less than one-eighth of an inch space in the files, wouldn't they?

A. Very probably so.

Q. And the reports for twenty years could be put in the smallest kind of a folder, is that correct?

A. That is correct.

Q. Yet the only reason that you can give for having destroyed those reports is that they cluttered up the files?

A. There are probably two hundred pieces of mail matter which go over my desk in a day, and I naturally can't keep very much of it.

Q. Those letters were costing the Link Belt Company about $9.00 apiece, though, weren't they?

A. That is possible.

Q. (By Trial Examiner McCarthy.) What connection has Mr. Cousland's blind eye to do with the case?

A. I don't know of any connection at all, except when I saw Mr. Miller in my office here about six months ago, Mr. Miller, the general foreman of the machine shop, he told me that he had noticed Cousland was getting his micrometers and his scales up very close to his eyes. I had known Jim for a long while, and he was a friend of
1869 mine, so I asked him if his eyesight had got worse, and if he didn't think it advisable to get off a lathe and do a job that might not be so hazardous to his remaining eye.

Cousland told me that he saw as well as he ever had and that he much preferred to remain on the job as a lathe operator.

Q. Would this case have any effect on his status in the plant now?

A. I should not think so, he has been there over twenty years.

Q. That has not been the history of similar cases, has it?

A. I haven't been in the plant since Jim has been back. Whether any of the other men can relate anything on Cousland, I can't say.

Q. (By Mr. Reynolds.) Did it come to your attention that Mr. Cousland's name had come up in connection with the LaFollette investigation in connection with the National Metal Trades Association?

A. It had not come to my attention, no.

Q. Now, I believe you said something to the effect that Cousland made reports on infractions of the rules of a number of employees?

A. I said that if Cousland saw any individuals making a demonstration that he might report on it.

1870 Q. Would that cover a case with reference to your rule with reference to union activity during working hours or not?

A. I testified Cousland never reported on labor or union

organization. I don't remember of a case where Cousland reported on that at all.

Q. (By Trial Examiner McCarthy.) Isn't there testimony that he did not report on unionization but he does report on labor when he reports on piecework, broken milk bottles and unsanitary conditions. Isn't that reporting on labor?

A. These terms and terminology have changed so that recently when we refer to labor we refer to unionization.

Q. How about working conditions?

A. Unionization we speak of as labor. The direct term "labor" does not mean much to us; labor is a function.

Q. (By Mr. Reynolds.) You don't know what instructions he had from the National Metal Trades Association, do you?

A. I do not.

Q. On the matters on which he was to report?

A. No.

Q. Now, your general policy of layoffs—you testified something about that—was formulated until this past fall when reductions in the force began?

A. It was not necessary to formulate until that time because we had not been faced with the problems of layoffs; it was rather one of hiring.

1871 Q. Well, would you say that your oral agreement with the Independent Union of Craftsmen back in June, I believe it was, had anything to do with your policy that you and Mr. Skeets formulated last fall?

A. Mr. Skeets and I did not formulate that alone; we formulated it with the entire major supervisory group, and Skeets was a member of that group.

Q. How does it happen that the foremen in general have, seem to have such a slight comprehension of the policy?

A. I don't think they had a slight comprehension of the policy.

Q. Do you recall Mr. Skeets' testimony? He himself did not know what the policy was until after he had checked up and came back and amplified it?

A. I can't agree with that statement.

Q. Isn't it a fact that that seniority policy was formulated and given expression since this hearing started?

A. That is not a correct statement.

Q. You are certain that this seniority policy is the same as followed in other units of the Link Belt Company?

A. You speak of other units; you mean plants away from the 39th Street plant?

Q. Yes.

A. I know nothing about their setup.

Q. Was this seniority policy taken up with the
1872 executives of the company?

A. It was not, that was my job.

Q. Now, isn't it a fact, Mr. Berry, that your seniority policy is, generally speaking, based upon the desires of the superintendent and general manager and foremen rather than upon any definite set of principles?

A. That is not correct.

Q. Well, haven't you said that you could exercise rather wide discretion as to whether you would lay off a particular man because he was more valuable to the company?

A. We said nothing about a wide discretion.

Q. There is some discussion in that regard, isn't there?

A. Naturally, there would have to be.

Q. It would not be very difficult for you to find reasons why a particular man that you wanted to keep should be kept on?

A. I don't quite understand that.

Trial Examiner McCarthy: Will you read the question, please?

(Question read.)

Trial Examiner McCarthy: That is, in violation of the seniority rule?

Mr. Reynolds: Yes, in violation of the strict seniority rule.

The Witness: I gather what you mean there is that
1873 if we wanted to get rid of a fellow we might do something underhanded. If that is your meaning, that is an incorrect assumption?

Q. (By Mr. Reynolds.) Or if you wanted to keep a particular man, without having anything necessarily against some other man, it would be very easy to find ways and means of keeping that man, wouldn't it?

A. I testified to the fact that if we had two men and they had worked for three years, and one had three months more seniority than the other, we would keep the better man of the two. We have to operate the plant economically and we have to have some discretion as to the men we retain. That is always a part of an employer's privilege.

Q. Now, you heard some testimony with regard to the retention of Mr. Carlson, a wood pattern maker in the pattern shop, in preference to three men who were laid off with more seniority than he.

A. I heard that testimony.

Q. Did you also know it was a fact when these three

men were laid off Mr. Carlson was working in some other part of the plant and not in the pattern shop?

A. I did not at that time.

Q. After they were laid off he was brought back to the pattern shop?

A. He had been, I know, brought back to the pattern shop.

1874 Q. (By Trial Examiner McCarthy.) You knew that he had been brought back?

A. Yes, because I saw him there.

Q. (By Mr. Reynolds.) And you stated the fact that he was a relative of the foreman had absolutely nothing to do with his being retained over the other three men?

A. That had nothing whatever to do with it.

Q. Well, that is an example where the strict seniority rule was more honored by the breach than by the observance, isn't it?

A. I don't quite understand that motto.

Q. It is an example of an exception to the strict seniority rule that you worked out?

A. I believe Mr. Skeets testified as to why Mr. Carlson was kept on the Link Belt Company payroll.

Q. (By Trial Examiner McCarthy.) Who is the foreman of the pattern shop?

A. Fred Carlson.

Q. Fred Carlson?

A. Yes.

Q. (By Mr Reynolds.) There are any one of a hundred different reasons a man can think of for either retaining or discharging a particular man, isn't that right, Mr. Berry?

A. A man might be discharged for any one of a hundred reasons.

1875 Q. That is what makes a strict seniority system that the men can count on desirable, isn't it?

A. We are under no obligation to enforce a strict seniority method with any one.

Q. Yes, but you understand that you are under obligation not to manipulate and use what rules you do set up in such a manner that it will operate in a discriminatory fashion to the men?

A. That is quite true.

Q. (By Trial Examiner McCarthy.) There is nothing they can do in so far as there is no violation or unfair labor practice?

A. If it is an unfair labor practice, naturally we can't do it. That is what this discussion is about.

Q. I didn't know whether you knew it was limited to that?

A. Yes.

Q. But if there is no violation of a labor practice—

A. The employer has his own discretion.

Q. He can fire me or any member that he wishes?

A. Sure.

Q. (By Mr. Reynolds.) The fact is, however, it is rather difficult for you to rely upon a seniority policy such as this as an explanation for your action in laying a particular man off when it is subject to so many exceptions that you might care to utilize; isn't that right?

1876 A. That is not correct.

Q. What value has this seniority list of your employees to the Board in deciding whether you did follow some predetermined system honestly?

A. To what, to your Board?

Q. To the National Labor Relations Board.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) In other words, the point is this. The discharged men claim they were discharged for union activity; the complaint so reads. You say they were not discharged for union activity, you followed seniority.

The point of Board's counsel is that there are so many exceptions to your seniority rule, or at least what we are trying to ascertain is whether there are so many exceptions to the rule it would not apply. That is the purpose of his question.

A. Our answer to that is that we have discharged somewhere between 250 and 300 men since the 7th of October, last year, and we have had very, very few complaints from any of them.

Q. They are not all listed on those Respondent's Exhibits 6 to 19, are they, the 250 men?

A. I wouldn't say so, I don't know.

Q. You are referring to layoffs, rather than dis-

1877 charges, aren't you?

A. They were separated from the payroll.

Q. (By Mr. Seyfarth.) There were other discharges, Mr. Berry, or layoffs, rather, than the list covers, is that correct?

A. I would say so.

Q. (By Trial Examiner McCarthy.) This covers only the foundry?

A. Yes.

Q. How many men in the foundry?

A. Today I believe, 183.

Q. How many laid off?

A. A little over 100.

Q. So there were 150 men in other parts of the plant laid off?

A. To date, as I remember, we have laid off between 250 and 300, since October of last year.

Q. Do you have the same seniority arrangement in other parts of the plant as in the foundry?

A. We do. That goes for the engineering department as well.

Cross-Examination (Continued).

Q. (By Mr. Reynolds.) Do you think that your employees understand the exact implication of your seniority policy, that there would be exceptions?

1878 A. I couldn't state that they all do.

Q. (By Trial Examiner McCarthy.) From your experience as a manager of labor, if the men understood what their rights were there would be more apt to be satisfaction than there is now when they find that somebody remains on the payroll who has less seniority?

A. Ordinarily they say to us, we knew this was coming, we don't know how you kept us this long; I hope you will take us back when you can.

I have fellows coming in to see me every day who say that.

Q. (By Mr. Reynolds.) Do you think the recognized representatives for the purposes of collective bargaining in the Independent Union of Craftsmen understand what your policy with reference to seniority is?

A. I think they do.

Q. Have you ever had occasion to discuss it with their officials?

A. Yes.

Q. Do they believe that it is consistent with the statement in your statement of labor policy regarding seniority?

A. They do to the best of my knowledge.

Trial Examiner McCarthy: You are referring to Intervener's Exhibit 10, statement of policy?

Mr. Reynolds: Yes, dated December 2nd, I believe.

1879 Trial Examiner McCarthy: Let us have the reference in the record so that when we come to read it back it will be there. It will be difficult to identify it otherwise.

Q. (By Mr. Reynolds.) Now, Mr. Berry, when you came to write your policy of December 2nd, why didn't you amplify it so as to make it understandable to the employees?

A. In our opinion we think it is understandable.

Q. Do you think it is definite enough so that a man who is engaged as a welder understands that is all that he can do so far as his seniority rights are concerned?

A. That would depend upon the man's mentality and his ability to read and interpret. Our guidance and philosophy has been gained by the people we have laid off and the very minimum amount of complaint from those people.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: Do you wish to proceed or shall we call it a day?

Mr. Wham: I would rather call it a day.

Mr. Seyfarth: I would like to proceed tomorrow morning. I think I will be able to wind up the thing in rather short order tomorrow.

Trial Examiner McCarthy: Off the record.

(Discussion off the record.)

Mr. Seyfarth: May the record show that it is stipulated by and between counsel for the Board and counsel

1880 for the respondent that Stanley Balcauski earned during his empolyment with Armour & Company betweer 11-20-37 and 2-8-38 the sum of $187.50.

Trial Examiner McCarthy: We will stand adjourned until tomorrow morning.

(Whereupon, at 9:00 o 'clock P. M., Tuesday, March 22nd, 1938, the hearing in the above-entitled matter adjourned until Wednesday, March 23rd, 1938, at 9:30 o'clock A. M.)

1881 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

Room 777, United States Court House,
Chicago, Illinois,
Wednesday, March 23rd, 1938.

The above-entitled matter came on for hearing, pursuant to adjournment, at 9:30 o'clock A. M.

Before:

Hugh C. McCarthy, Trial Examiner.

Appearances:

Stephen M. Reynolds, Attorney, appearing on behalf of the National Labor Relations Board.

Messrs. Pope & Ballard, by Henry E. Seyfarth, and William F. Price, 120 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Respondent, Link Belt Company.

Benjamin Wham, 231 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Intervener, Independent Union of Craftsmen, Local Lodge No. 1.

1882 PROCEEDINGS.

Trial Examiner McCarthy: You may proceed.

Mr. Wham: I call the Examiner's attention to the fact that Board's Exhibit 16, which was allowed to stand as an intervener's exhibit also, namely, the constitution of the Independent Union, is short the fifth page, and the attorney for the Board just produced it, so I suggest that we incorporate it with the rest of the exhibit.

Trial Examiner McCarthy: All right.

EDWARD L. BERRY, a witness called by and on behalf of the Respondent, being previously duly sworn, resumed the stand and testified further as follows:

Cross Examination.

Q. (By Mr. Wham.) Mr. Berry, Board's counsel said that he had introduced in evidence the old N. R. A. Employees Board minutes and other documents to show the

connection between that union and the Independent Union, and I want to ask you this:

When did this Employees Representation Plan go into effect in the Link Belt 39th Street plant?

A. I can't be definite when, I believe it was in the latter part of 1932 or 1933.

Q. Calling your attention to the preamble that "This organization has been formed to enable the Link
1883 Belt Company and its employees to cooperate to the fullest extent with the spirit of the National Industrial Recovery Act," can you tell what the date was?

A. That was done shortly after the National Recovery Act went into effect, but I can't tie it to a date.

Q. Did you ever have any contact with the National Recovery Act personnel, government personnel, in the matter?

A. Did we contact any government personnel when this was developed?

Q. Yes.

A. Not to my knowledge.

Q. Did they contact you?

A. Not to my knowledge.

Q. Do you know whether or not this form of Employees Boards was ruled by the N. R. A. Board?

A. Not to my knowledge.

Q. Do you know whether or not it was in general use over the country?

A. We saw some other pamphlets similar to that.

Q. Well, isn't it a fact that it was in wide use throughout the country under the N. R. A.?

A. I believe it was.

Q. And wasn't it also because, largely because of the attitude of the National Recovery Act Board?

A. It was indicated that way, yes.

1884 Q. Now, this Article 8: "Right of Termination. This organization shall be and remain in full force and effect during the term of the National Recovery Act, and is to continue thereafter subject to termination by the management, or by a majority of the Employees Board, upon three months notice."

Do you know when the National Recovery Act was held unconstitutional?

A. I believe it was in the first part of April, 1936.

Q. And did the Employees Board at any time serve three months notice on the management thereafter?

A. No.

Q. Did the management serve any notice on the Employees Board?

A. No.

Q. For termination, I mean?

A. No.

Q. Now, did you have any legal advice in regard to the constitutionality of the National Labor Relations Act?

A. We had some legal advice, and we had a statement by Mr. Disser in one of his conversations with us.

Q. What was the gist of it?

Mr. Reynolds: I object to that, if the Examiner please, on the ground it is immaterial, what advice he had.

Trial Examiner McCarthy: The objection will be 1885 sustained.

Mr. Wham: The objection is sustained?

Trial Examiner McCarthy: Sustained.

Mr. Wham: Then I would like to offer to prove this; that this witness if permitted to testify would testify that they were advised by their legal counsel that the National Labor Relations Act would not be held to apply constitutionally to manufacturing concerns such as the Link Belt Company.

Trial Examiner McCarthy: Is that all?

Mr. Wham: That is my offer of proof.

Trial Examiner McCarthy: The offer of proof is denied.

Q. (By Mr. Wham.) Acting on that advice, Mr. Berry, what action did you take with refernce to complying with the National Labor Relations Act?

A. Well, that was considered by a group who wanted this Independent Union of Craftsmen, and they called a special meeting, or a special meeting—

Q. I am referring to the old Employees Board; of course under the National Labor Relations Act the Employees Board was treated as an illegal union.

A. Yes.

Q. Is that right?

A. Correct.

Q. But you had been advised that the National 1886 Labor Relations Act did not apply to your type of company?

A. Yes.

Q. And therefore did you do anything concerning the old Employees Board?

A. The members of the Board called a special meeting

and asked me to attend, and they voted to discontinue the old Employees Board.

Q. That was April 19th, 1937, I believe?

A. Yes.

Q. And just prior to that, on April 12th, the Jones & Laughlin decision was handed down by the Supreme Court?

A. Yes.

Q. Now, was there any connection—

Trial Examiner McCarthy: Was that suggestion made on the advice of counsel, to abandon the old Employees Board?

The Witness: I don't know whether the Employees Board had counsel or not.

Trial Examiner McCarthy: You were a member of it, were you not?

The Witness: I was.

Trial Examiner McCarthy: A non-voting member?

The Witness: A non-voting member, the management representative.

Q. (By Mr. Wham.) Was there any connection between the abandonment of the Employees Board and 1887 the recognition of the Independent Union?

A. No.

Q. You mean, not so far as the company was concerned?

A. Not as far as we were concerned.

Q. Now, isn't it a fact that the old Employees Representation Plan was set up on an entirely different basis than that of the Independent Union?

A. Well, I never saw any connection.

Q. For example, calling your attention to the place of meeting, where did the Employees Board meet?

A. The Employees Board met in my old office.

Q. Has the Independent Union ever had a meeting there?

A. Not to my knowledge.

Q. Or its members?

A. No.

Q. Or itself?

A. No.

Q. Except with the management, I mean?

A. Only when they came in to complain or request something, they would ask for the—

Q. Who took down the minutes under the old Employees Board plan?

A. The secretary took them down.

Q. Who was the secretary?

A. I believe Wendell was secretary at one time.

1888 Q. You mean the secretary of the Board, the Employees Board?

A. Yes.

Q. Where did they have them typed up?

A. He had them typed up in one of the plant offices.

Q. Using the company typewriters?

A. Oh, sure, yes.

Q. And the company stenographers?

A. Yes.

Q. Paper, and so on and so forth?

A. Yes, it was all linked up.

Q. Did the old Board have any dues?

A. Did the old Board have dues?

Q. Yes.

A. No, they were just paid for the time that they took for these conferences.

Q. I mean, did they collect dues; did they have members?

A. The whole plant was in that setup except perhaps 15 or 20 of the key men in the organization.

Q. Did they ever take applications for membership that you know of?

A. No.

Q. Did they collect dues that you know of?

A. No.

Q. All the necessary financial outlays were made

1889 by the company in connection with the old Employees Board, weren't they?

A. Yes, if there were any.

Q. Now, in connection with the Independent Union did the company ever pay any rent on the halls or meeting places of the Independent Union?

A. No.

Q. Did they ever pay any attorney for representing the Independent Union?

A. For representing the Independent Union?

Q. Yes.

A. No.

Q. Did the old Employees Board ever have an attorney?

A. Not to my knowledge.

Q. Any legal advice that was obtained was obtained from the company's attorney, wasn't it?

A. If there was any required it would have been ob-

tained from the company's attorney because it was a part of the company.

Q. And did the old Employees Board negotiate a basic working agreement between the company and the union?

A. No.

Q. Whereas the Independent has done that, has it not?

A. They have.

Q. Now, this seniority clause in the agreement negotiated by the Independent Union with the company along in May and June of 1937, do you know where that clause originated?

1890

A. The first I saw it was when the Independent Union of Craftsmen presented the original to us. As I remember it, we went over the thing three or four times out at my office, and it finally ended up down in the general offices of the Link Belt Company.

Q. Do you recall any statement by counsel for the Independent Union that the wording of the contract submitted to the company was taken largely from the C. I. O. contract with the Carnegie-Illinois Steel Corporation?

A. I believe that you mentioned that down to the general office one morning.

Q. Do you know whether or not that is a fact, Mr. Berry?

A. Basically I believe it is so.

Q. Now, Mr. Berry, on direct examination you covered the testimony of Louis Salmons, but I don't recall that you covered one point. Did you ever tell Mr. Salmons or any other employee of the Link Belt Company that you would resign if an outside union came in?

A. I never told anybody that. May I amplify that?

Q. Yes.

A. During one the meetings of the Employees Board—

Q. (By Trial Examiner McCarthy.) Can you identify the time?

A. It was prior to April, 1937. The question of outside unions came up and I made the statement that in the event outside people came into our plant and told us how to run the plant, then I had enough of industry.

1891

Q. (By Mr. Wham.) Meaning what?

A. Meaning that the Link Belt Company was able and had for many years ran their organization and we did not need outside people to tell us how to run the plant economically and efficiently.

Q. Do you mean to say that you would not negotiate with the C. I. O. if it had a majority?

Mr. Reynolds: I object, if the Examiner please, as to what was meant. He testified what he said.

Mr. Wham: I think I am entitled—

Trial Examiner McCarthy: I think he may explain his answer.

A. I was not alluding to any specific organization.

Q. (By Trial Examiner McCarthy.) Any outside organization?

A. No, I was speaking generally.

Q. Which means "any", doesn't it?

A. Which means any outside organization?

Trial Examiner McCarthy: That is what I understood.

Q. (By Mr. Wham.) I know, but suppose the C. I. O. got a majority and was certified by the Board to the company, would you recognize it?

A. We would be quite willing to deal and contact
1892 with our own employees and any one who might represent our own employees, but we could not have people who knew nothing about our organizatitin and who did not work for us, dictate what we should do in our organization in the matter of handling our employees and our plant efficiency and general plant setup.

Q. Well, I mean, assuming if the C. I. O. was recognized and would adopt a reasonable attitude?

A. We would have no alternative.

Q. I mean, to bargain. In other words, collective bargaining means not dictation by one side or the other, but real bargaining?

A. We would have no alternative but to bargain with the majority.

Q. Now, in connection with your testimony concerning Joseph E. Novak, I don't recall that you covered the testimony which he gave concerning his conversation with you.

Mr. Reynolds: I object to that, if the Examiner please, on the ground that these questions are incompetent, coming from Mr. Wham.

Mr. Wham: No, they are very competent, they bear on the Independent Union.

Trial Examiner McCarthy: The objection will be sustained on the ground that Novak's discharge occurred before the Independent Union.

1893 Mr. Wham: That is right, but this particular statement by Novak comes right down to date. I think you had better let me ask the question and then rule.

Trial Examiner McCarthy: Yes, you may ask the question.

Q. (By Mr. Wham.) Did you say to Novak at any time unions do not do any good, they bring on strikes?

A. I did not.

Trial Examiner McCarthy: Strike the answer. The objection to the question is sustained. At any time?

Mr. Wham: At any time, yes, sir.

Trial Examiner McCarthy: You will have to identify the time.

Mr. Wham: Well, I think that the time was shortly—was either the time of Novak's discharge or the time he was rehired.

Trial Examiner McCarthy: Novak was discharged the 21st of September and rehired January 13th, 1937, prior to the formation of the Independent.

Mr. Wham: Yes, it was.

Trial Examiner McCarthy: It would not be material to your case.

Mr. Wham: I think it would be quite material. I think that the materiality of the N. R. A. evidence showed up very quickly after I was permitted to cross-examine 1894 on it. The Board's attorney last evening had occasion to drag it in with a ten ton truck. I think you will find that the Board's attorney will be arguing this one, too, before we get through, against the Independent Union.

Trial Examiner McCarthy: Let's go back to the question. What was the date on which you think that statement was made by Mr. Berry?

Mr. Wham: I think it was either the time of the discharge of Novak or the time he was rehired.

Trial Examiner McCarthy: And your question is, unions don't do any good?

Mr. Wham: Yes.

Trial Examiner McCarthy: I have that in my notes, it was the second time Novak talked to Mr. Berry, and it was prior to June 13th, 1937.

Mr. Wham: Yes.

Trial Examiner McCarthy: The Examiner rules that it is not material to the Independent Union's case, the Independent not being in existence.

Mr. Wham: I don't want to argue the case; the only thing is the attitude then and their probable attitude a couple of months later.

Q (By Mr. Wham.) What is your attitude, Mr. Berry, concerning unions doing any good?

A. My experience is—

1895 Trial Examiner McCarthy: If you want to answer that, go ahead.

A. I don't think I can answer that intelligently.

Trial Examiner McCarthy: It is pretty difficult for a man sitting on the stand to answer a question like that.

Q. (By Mr. Wham.) Do you think that a union brings on strikes?

A. My only conclusion can be drawn from what I read in the newspapers.

Q. (By Trial Examiner McCarthy.) What was this conclusion, after you have gone that far?

A. Well, there has been hell popping about strikes in the newspapers.

Q. Unions do bring on strikes?

A. Yes, that is evident every day by what you see in the newspapers.

Q. (By Mr. Wham.) Did you ever hear of a strike without a union involved?

A. I never have.

Q. Now, Frank Lackhouse testified that you told the Employees Board one time that you found a lot of C. I. O. cards, loose C. I. O. cards around the plant; do you remember that?

A. I don't remember making that statement to the Board meeting.

Q. He also testified that you were always the

1896 source of any important point or conversation with the Employees Board; that you were the only one who originated a conversation about an increase in wages.

A. That would be quite natural, if we had increased wages; if they had requested an increase in wages and we gave it to them, I felt it would only be fair that they would be the first ones I would tell, and I would tell the Board before we posted it on the board.

Q. Did the Employees Board ever request a raise before the management mentioned it?

A. Yes, they were the ones which requested it.

Q. Did you ever warn Fred Johnson against soliciting for the C. I. O. on company time?

A. I never did. I did approach Fred Johnson last July standing at the side of the old dog house, which was being torn down. He was standing there for about twenty minutes talking to a fellow, and I went over to him and told him I was damn tired of seeing him standing there, to get busy and get some work done.

Q. When was that?

A. As I remember it, that was in July, 1937. We were wrecking part of the old foundry building.

Q. (By Trial Examiner McCarthy.) Did you ever speak to his father?

A. Yes.

1897 Q. You warned him through his father, did you not?

A. No, I didn't warn him through his father. His father had left work one morning and was standing outside of the plant, and I talked to him about Johnson.

Q. This is Fred Johnson?

A. Fred Johnson.

Mr. Wham: That is all.

Further Cross-Examination.

Q. (By Mr. Reynolds.) Did you think that you were following the requirements of Section 7-A of the Naional Industrial Recovery Act in your organization of the Employees Board?

A. The legal counsel's advice was that it was.

Q. Did you ever read Section 7-a of the N. R. A. Act?

A. I believe I have, I couldn't recall what it said now.

Q. If I told you that it requires that the employees be given the right to bargain collectively through representatives of their own choosing without interference, would you say that is subsantially true?

A. I remember something like that in it, yes.

Q. Do you think that the Employees Board materializes that requirement?

A. I believe that we complied with the necessary legal end of it, that was the advice of counsel.

Mr. Reynolds: That is all.

1898 *Redirect Examination.*

Q. (By Mr. Seyfarth.) Mr. Berry, did you know of any other such so called N. R. A. Union set up in the industry in general?

A. Yes, there were a great many of them.

Q. That type of setup under the N. R. A. was nothing unusual with you?

A. Well, the plants that did not have them were the exception.

Q. You say as a general rule the plants had that type of setup?

A. Yes, the one that did not have it was the exceptional plant.

Q. Now, you mentioned in amplifying the statement which was attributed to you, to the effect that when outside unions would tell you how to run your plant you had enough of industry; was that prior to the time or after the time that you discharged Louis Salmons?

A. It was prior to that time.

Q. Was there any particular occasion for you making a statement at that particular time?

A. As I remember it, after the business end of the meeting was over we always—

Q. What meeting was that?

A. The meeting of the Employees Board.

Q. Yes.

1899 A. We would talk about all kinds of things after it was over and it finally drifted into unions.

Q. Did the C. I. O. have anything to do with your making that statement?

A. No.

Q. You were more or less confirmed in your general belief after the Salmons incident, were you not?

A. I beg your pardon?

Q. I say, your general belief was more or less confirmed after the Salmons incident, wasn't it?

A. To a certain extent, yes.

Q. Was it your position that you could not afford to see Salmons using the time that you were paying him for other purposes than working for the Link Belt?

A. We can't operate the plant efficiently if the people do not do what they are paid for.

Q. When did you stop getting these reports from the National Metal Trades Association, do you recall?

A. Oh, I can't tie it to a date.

Q. I guess Mr. Abbott—

A. I guess it is around eighteen months ago, something like that.

Q. I think Mr. Abbott testified it was in October, 1936. Was it around that time?

A. It seems to me it was about eighteen months ago.

1900 Q. And you have never received any reports from Cousland since that time, to your knowledge?

A. No.

Q. As a matter of fact, since you have heard the testimony here would you state that most of the union activity took place after October of 1936?

A. After October, 1936, yes.

Q. And that was after the time of the last report from Cousland came in?

A. Yes.

Q. (By Trial Examiner McCarthy.) Have you abandoned your piece work study since Cousland stopped reporting?

A. We have had a time study department, yes.

Q. That has been in effect since then?

A. Yes, sir.

Q. What about the work Cousland says he was engaged in, has that been abandoned? He says he was engaged in piece work study.

A. Yes, Cousland as an individual was very much interested in time study and piecework. He was a kind of a student or a nut on the thing.

Q. (By Mr. Seyfarth.) By the way, Mr. Berry, what would you think of a man who would risk being a spy for $2.25 a week?

A. He would be a damned fool.

1901 Q. The C. I. O. did not attempt to run your plant, did it?

A. They did not.

Q. As a matter of fact, your plant can be run efficiently and effectively under a system of collective bargaining, as you understand it, can it not?

A. That is correct.

Q. And the fact that you have satisfied men in your plant makes for more efficient and effective operation, doesn't it?

A. We have satisfied them for a great many years.

Q. If collective bargaining satisfies the men, it is all right with you?

A. It is O. K. with us.

Q. In fact, you are for collective bargaining if it satisfies the men?

A. It makes our job easier.

Q. Would you say the system which has been suggested by Mr. Reynolds, counsel for the Board, regarding the stepping back of men in the shortage of work would be practical? Would you say that your plant could be operated efficiently under such a system?

A. The plant would be in a more chaotic condition if we attempted that.

Q. As a practical proposition the subject of stepping back has never arisen due to the fact that the men in the lower brackets, generally speaking, have always been laid
1902 off first in the event of a general slow-down, isn't that right?

A. Yes, sir.

Q. Should such an occasion arise, where the laborers and the lower classifications of occupations should be the last to be hit instead of the first, as the situation now seems to be, could you possibly employ this step-back system and operate your plant effectively?

A. 80 per cent of our employees are skilled men.

Q. Now, assuming that the stepping-back system was employed, would it or would it not have complications in the event of rehiring the men?

A. It would be have plenty of complications.

Q. And if you rehired the men in the same order in which they were laid off, would you then have to shift your men around just as you stepped them down?

A. You would have to build up your dominoes again.

Q. Just as much as you would have to move your so-called dominoes under the stepping-back system?

A. Yes.

Mr. Seyfarth: That is all.

Recross Examination.

Q. (By Mr. Reynolds.) How do the men in the skilled classifications and occupations feel when a less skilled employee is promoted into their occupation who has more
1903 seniority than they?

Has that problem ever arisen?

A. During the depression, not to my knowledge.

Q. But that problem is bound to arise if this seniority policy is actually in effect?

A. I would not say so.

Q. Do you think that Mr. Kalamarie likes his part time W. P. A. job better than he would an unskilled job in your plant?

Mr. Seyfarth: I object to that.

Trial Examiner McCarthy: Sustained. What he likes or dislikes is immaterial.

Q. (By Mr. Reynolds.) You know, as a matter of fact,

don't you, Mr. Berry, that men have been transferred around to quite a large extent in your plant?

Trial Examiner McCarthy: You mean since October, 1937?

Mr. Reynolds: I mean at all times.

A. During a business boom when business is picking up they have been transferred because we are building people, yes.

Q. (By Mr. Reynolds.) They have been transferred to one place, and then they have been transferred back to another place, or back to their former positions?

A. When we are in a rising market and business is picking up, getting better, it is always difficult to get people, we have to build our people.

1904 Trial Examiner McCarthy: That is quite natural.

Mr. Reynolds: Yes.

The Witness: The employment problem is a difficult one, we have to go out and hire them.

Q. (By Mr. Reynolds.) Your present seniority policy has no relation to an economic period where business is on an upgrade; you would have to readjust it and adopt another policy, wouldn't you?

A. We are not discharging people when it is on an upgrade, we are hiring them.

Q. Yes, but you transfer people around, don't you, then?

A. Yes, because we are building people. We have built a great many of our employees.

Q. Now, when Mr. Cousland stopped sending in his reports which you received from the National Metal Trades Association, did you make any inquiry as to the reason?

A. I did not.

Q. Did the National Metal Trades Association give you any reason?

A. They did not.

Q. You never found out?

A. It was not of enough importance.

Mr. Reynolds: That is all.

Mr. Seyfarth: Just a couple of more questions.

1905 *Redirect Examination.*

Q. (By Mr. Seyfarth.) Would you say that it is a tendency generally during a rising cycle of business activity to expect that that condition is going to remain permanently?

A. It is always our hope, yes.

Q. And the tendency is for you to think that is permanent, is it?

A. Yes, we have to build for permanency.

Q. And you are in favor of any system that will do away with these hills and valleys in the cycles, aren't you?

A. Hell, yes.

Mr. Seyfarth: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Seyfarth: If the Examiner please, some figures are being made which turned out to be more of a job than was first anticipated. I would like to have the privilege of putting those in later.

If it is agreeable to Mr. Reynolds I will put a man on as to those figures after they have been completed. I do not think it will interfere in any way with his rebuttal.

Mr. Wham: I have one thing which I would like to put in before the rebuttal.

Trial Examiner McCarthy: Do you mean you have a witness?

Mr. Wham: Yes.

1906 Mr. Reynolds: I object to any further testimony after he has closed his case, unless it is rebuttal testimony.

Mr. Wham: I closed, however, with a certain reservation.

Trial Examiner McCarthy: Yes, the Examiner will allow the witness to go on.

Mr. Wham: Mr. Ross.

ARTHUR B. ROSS, a witness recalled by and on behalf of the Intervener, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Wham.) You are the same Arthur B. Ross who testified here previously, aren't you?

A. Yes, sir.

Q. Mr. Ross, have you a figure on the number of Independent members who paid dues for February?

A. Well, I can—since we closed books on the 15th of March and since the audit I think there has been about 82 more who have paid dues for the month of February, bringing our total dues for the month of February up to about

421 or 422. There will probably be more in between now and the 1st of April.

Q. You say you think that?

A. Yes, I am—

1907 Q. What do you base that on?

A. On the secretary's report.

Q. Mr. Friberg's?

A. Mr. Friberg's.

Q. When did you communicate with him?

A. I talked with Mr. Friberg yesterday after work, yesterday evening.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Reynolds: Mr. Kalamarie.

JOHN KALAMARIE, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) You are the same John Kalamarie who testified yesterday?

A. I am.

Q. Mr. Kalamarie, when you took over your job as an arc welder, I believe that was last August, was it not, August of 1937?

A. Around that time.

Q. Did you have a conversation with Mr. Skeets about that?

A. Not at that time with Mr. Skeets, but I did with
1908 Mr. McKinney.

Q. Now, there has been some testimony here by Mr. McKinney to the effect that he told you certain things at that time about your seniority rights.

Will you recount again the conversation with Mr. McKinney as far as you remember it?

A. He asked how I would like to have a job as an electric welder. I said I think it would be all right, I would try it, and if I would make good I would stick to it; and he says if I didn't make good we will put you back to your old job, acetylene burner.

He offered me the job to take it at the same time I was

acetylene burning. I was acetylene burning at the same time and electric welding.

Q. (By Trial Examiner McCarthy.) McKinney asked you or did you ask McKinney for the job?

A. We were talking, and I told him I understood there was supposed to be a job open?

Q. Were you looking for a better job?

A. We were just talking.

Q. The point is, were you looking for a better job?

Mr. Reynolds: I don't think that is the point at all.

The Witness: No, I was not looking for a better job, it was just a conversation between us. I didn't care whether I got the job or not, but later on he came around and
1909 asked me if I thought I could make good at it.

Q. (By Mr. Reynolds.) He told you that you could go back to your old job of burning if you did not make good at welding?

A. Right.

Q. Did he say anything about the situation if the job of welding ran out?

A. He said if there was not much electric welding I could go back to burning, in that order.

Q. Now, Mr. Kalamarie, was there any understanding among the employees on the steel cleaning floor about what their senority rights were?

A. Well, we all figured down there the oldest man—the man who came in first had the most seniority rights there.

Q. Now, did you feel or understand that your seniority rights related only to the particular job that you were performing?

A. No.

Q. Do you remember any instances where men were changed around to different jobs on the steel cleaning floor?

A. Yes, chippers have been changed to burners; laborers were changed to chippers and grinders; chippers were taken off and put on as burners again; laborers put on as burners; chippers, men who had been chippers were sent back as chippers; chippers would drive the truck,
1910 laborers would drive the truck, acetylene burners would electric weld and acetylene burners would gas weld; and gas welders would acetylene burn. They were all changed around.

Q. Would you have taken the job as arc welder if you had known your seniority as a burner would be affected?

A. No, I would not.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Kalamarie, how did you and Mr. McKinney happen to get engaged in conversation about this job of arc welder?

A. Well, Mr. McKinney would come around every now and then and ask me about my work, ask how I was getting along, and we would pick up conversation about one thing and another.

Q. And it was during this conversation that he asked you how you would like to be an arc welder?

A. No, he was—it was during this conversation that we were talking about this welding job being open. I had understood one welder was put in the machine shop, and we got to talking about him.

Well, we talked about it that day and he says this—came around later on and says, "The Welder job is going to be open, how would you like to take it?"

Q. You did not ask for the electric welding job?

A. I didn't ask for the job, he talked about it first.

1911 Q. You just discussed the other job with your foreman?

A. Yes.

Q. The discussion was not about your job as a burner?

A. No, it was about a lot of things, chippers, grinders, one thing and another.

Q. Was Mr. McKinney talking over various departments in the plant with you?

A. We were talking about the work, that such-and-such were grinders and chippers, the general circumstances, one thing and another like that.

Q. He talked over those subjects with you, did he?

A. He did.

Q. Did you ever think of getting a job outside of the Link belt?

A. No, not at this time.

Q. Weren't you pretty anxious to learn the trade of arc welding?

A. It is natural that anybody will pick up as much as they can.

Q. And you being an ambitious young man you wanted to learn arc welding, too, didn't you?

A. It makes no difference to me, I will try my hand at anything.

Q. Now, you spoke about various men doing various

jobs in the plant. They all seem to have a regular
1912 job, though, isn't that a fact?

A. Not necessarily.

Q. Well, can a department be run without a man having a regular job?

A. Sure, it can.

Q. You mean anybody can run around there and do the job that he wants to do or that he takes a fancy to?

A. No, we usually do one thing for a while, then the boss comes over and tells you to do another thing, puts you on something else.

Q. If the job you were on ran out instead of having you remain idle they would put you on something else?

A. Not necessarily, there were lots of times they changed you around when the job didn't run out.

Q. But you had a specific job as an acetylene burner?

A. Yes, sir.

Q. You were doing acetylene burning, weren't you?

A. If it was called for. In my spare time sometimes I would be called to drive the truck.

Q. You would not drive the truck very long?

A. Long enough to put in a couple of loads.

Q. But your main job was acetylene burner, wasn't it?

A. It was.

Mr. Seyfarth: That is all.

Redirect Examination.

1913 Q. (By Mr. Reynolds.) Mr. Kalamarie, can you point out on this list of men the acetylene burners that you had seniority over?

(Handing paper to the witness.)

A. I don't see one fellows name on here, that is, this Herman Theile, who is a cut-off man. I had more seniority rights than he did. I understand when he got laid off he got a week's vacation with pay.

There is another lad, Tony Kouna, a cut-off man. I had more seniority rights than he did.

Q. (By Trial Examiner McCarthy.) Where is Kauna's name?

Mr. Seyfarth: Under laborers.

A. Under laborers, a cut-off man.

Q. (By Mr. Reynolds.) Now, will you describe the nature of Kouna's work and this other man's with relation to the kind of work that you were doing when you were a burner?

A. Well, I don't know, I don't understand this "laborer" on this side, he is a cut-off man. I know personally Kouna was a cut-off man, he was transferred from laborer to the cut-off job, he did nothing but cutting off.

Then Herman Theile, he was the other cut-off man. Then he came in as an acetylene welder, and then he was transferred to acetylene burner. I don't know how they get him listed here as cut-off man, because he was hired out as an acetylene burner.

1914 Q. (By Trial Examiner McCarthy.) Was that the work that he did in the plant to your knowledge?

A. Sure, he started as acetylene welder, then he started as acetylene burner.

Q. Is that Kouna?

Mr. Seyfarth: No, Theile.

The Witness: There is another lad in there. His first name is Tony, I don't know the last name. He was transferred from laborer to a burner job.

Q. (By Mr. Reynolds.) You don't find his name?

A. I don't find his name on there anywhere.

Q. There is a second page there, look at that. Zelosky, was that one of them? There is an A. Zelosky there.

A. What is that listed under?

Trial Examiner McCarthy: Chipper.

The Witness: That couldn't be, he was a cutoff man when I left.

Q. (By Mr. Reynolds.) He had less seniority than you also?

A. He did.

Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Seyfarth.) There are a lot of A's in here. Do you know whether it was Anthony Malakowski?

A. No, it sounds more like Rimkus.

Q. Do you know A. Zelosky?

1915 A. I don't think that is him.

Q. Do you know A. Smith?

A. No.

Q. Or A. Rimkus?

A. I know Rimkus, it was not him.

Q. You say it sounded like Rimkus?

A. Yes, but this fellow was a burner, he never did chip.

Q. It sounded like Rimkus but it was not Rimkus?

A. No.

Q. You say when Theile first came in he was an acetylene welder?

A. Right.

Q. And then he was made a cutoff man, is that right?

A. That is right.

Q. Do you know when he was made a cutoff man?

A. No, I don't.

Q. You don't know how long after he got his job there, do you?

A. Oh, probably two or three months.

Q. You don't know whether he might have been a better cutoff man than a welder?

A. I don't think he was very good on either job.

Q. You don't know whether he wanted to be a cutoff man rather than a welder?

A. He said he would sooner be a welder but they 1916 put him on cutting off.

Q. Now, this man Kouna; and this man Cassani, the men listed under "laborers" with "cutoff" alongside of their names; would you say that they were experienced cutoff men?

A. Joe Cassani never was a cutoff man.

Q. Cassani was never a cutoff man?

A. No.

Q. What about Steve Kouna?

A. I broke him in, he came in from laborer.

Q. You broke him in, you showed him how to do the work?

A. I showed him how to do the work, yes.

Q. These two fellows used to cut up scrap, usually were cutting up scrap near the cupola?

A. They didn't cut up scrap, only some castings, as I did.

Q. Didn't they also cut up scrap?

A. And I cut up scrap.

Q. When you were learning?

A. No, not when I was learning, I started right in on the job.

Q. Isn't cutting off the risers from the castings a different job than cutting up scrap in the yard?

A. Well, they had us all cutting scrap also.

Q. That was a time when there was a lot of scrap to be cut up?

A. Yes.

1917 Q. And to be melted?
A. Yes.
Q. They took some of you fellows who were really cutoff men, and knew how to cut off risers and put you to cutting up scrap?
A. That is right.
Q. And there was a lot of scrap there at that time?
A. That is right.
Q. Were you a better cutoff man than Kouna?
A. Absolutely.
Q. You were a butter burner than Kouna?
A. Sure.
Q. You were?
A. Yes.
Mr. Seyfarth: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Mr. Kalamarie, does it take a great deal more skill to cut off risers than it does to cut up scrap?
A. It does.
Q. But even the most skilled burners sometimes worked on the scrap?
A. They do.
Mr. Reynolds: That is all.
Mr. Seyfarth: That is all.
1918 Trial Examiner McCarthy: That is all, thank you.
(Witness excused.)
Mr. Reynolds: Mr. Novak.

JOSEPH E. NOVAK, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) You are the same Mr. Novak who testified here before?
A. Correct.
Q. It has been testified here that prior to your discharge you were given some kind of a warning by some foreman or supervisor about engaging in union activity. What is the fact about that?

A. I didn't get any warning; the first warning I had was when I was fired.

Q. Had you in fact distributed any cards or in any way cooperated with Mr. Salmons or any of the others who were organizing the C. I. O.?

A. Absolutely not, I never had any cards.

Q. And at that time that you were discharged by Mr. Berry you made the denial that you had engaged in any activities whatever?

A. That is true.

1919 Q. And you reaffirmed that when you came back and were put back to work, isn't that right?

A. That is true.

Q. When you were put back to work did you enter into any kind of an agreement that you would waive your rights for back pay?

A. With Mr. Berry?

Q. Yes.

A. We had no—we didn't talk about any rights about any back pay or anything like that.

Q. Did you ever sign any release releasing your rights to back pay?

A. Not in Mr. Berry's office, I didn't sign no release up there.

Q. Did you ever sign any release saying that you would not ask for back pay?

A. No.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Joe, you know Simmons, don't you?

A. I do.

Q. Did Simmons ever warn you to keep moving?

A. When?

Q. Prior to the time that you were discharged.

A. No.

1920 Q. Didn't he ever see you talking to the men?

A. No.

Q. And tell you to keep moving?

A. No.

Q. He never did?

A. No.

Mr. Seyfarth: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Mr. Novak, do you have any knowledge about the seniority policy of the company?

A. Well, the only knowledge I have is that the man who starts there first has more seniority than the man starting later on. That is all I know.

Q. Did you ever hear anything said about job seniorities?

A. Not that I know of.

Q. Are you acquainted with Mr. Ross, the president of the Independent?

A. I am.

Q. What department does he work in?

A. He works in the same department that I do, doing the same kind of work as I do.

Q. What is his seniority in that department?

A. Well, I don't know, I think he came there when I was not there, when I was fired.

Q. He came after you were fired?

1921 A. I think he did. He was not there when I was fired, I know that.

Q. Now, at the time you were fired were there other employees working in that department that were not there when you came back?

A. Well, there was employees there when I came back, the same ones.

Q. Were there any employees laid off or fired with less seniority than Mr. Ross?

A. Oh, I imagine there was.

Q. Do you know of any?

A. Well, I don't remember their names, unless I could look over any names here, something like that.

Q. (By Trial Examiner McCarthy.) The crane department is not in the foundry, is it?

A. No, the crane department is a department by itself; the D. K. department or crane department. Well, I will probably name nickname, something like that, Joe Tassig—

Mr. Seyfarth: Unless this is in connection with one of these discharge cases or layoff cases, I am going to object. We might keep this up until doomsday.

Trial Examiner McCarthy: As I understand it, it is in connection with his own discharge.

Mr. Seyfarth: No, it is not in connection with his own discharge.

1922 Trial Examiner McCarthy: It is seniority in connection with his own discharge and those of other people, is that not so?

Mr. Seyfarth: It is not connected up with any of these men.

Trial Examiner McCarthy: It has to do with seniority, is that not so?

Mr. Reynolds: Yes.

Trial Examiner McCarthy: He may answer.

The Witness: Well, Joe Tassig is one. There is another one, we call him Scottie, I don't know his right name; and Norman.

Q. (By Mr. Reynolds.) Now, these three men, what is the fact with reference to them?

A. Well, they were working there when I got fired.

Q. At the time you got fired Mr. Ross was not working there?

A. Mr. Ross was not working there.

Q. Do Joe Tassig, Scottie and Norman work there now?

A. They don't work there now, no.

Q. Do you know where they are?

A. No, I don't know. I don't know their addresses or anything.

Q. What happened to them?

A. They were laid off.

Mr. Reynolds: That is all.

1923 Trial Examiner McCarthy: What is the point on that?

Mr. Reynolds: The point is that they do not follow any kind of seniority policy as outlined here.

Recross Examination.

Q. (By Mr. Seyfarth.) You were not laid off, you were discharged?

A. I was fired.

Q. There was a slackening of work when you were fired?

A. No.

Trial Examiner McCarthy: What is the purpose of this?

Mr. Reynolds: The fact is that Mr. Ross has less seniority than other men in the department who were laid off and he is now working there.

Trial Examiner McCarthy: Was Mr. Ross the gentleman who just testified?

Mr. Reynolds: No, he is the president of the Independent Union.

Trial Examiner McCarthy: He just testified, hasn't he?

Mr. Reynolds: That is right, pardon me.

Q. (By Mr. Seyfarth.) Do you know anything about the past service record Mr. Ross has had with the company?

A. He was working there at one time.

Q. Do you know how long he worked for the company at one time?

1924 A. That I couldn't say, how long he worked, a few years, I think, because I worked with him.

Q. Do you know how long he was separated from the payroll and when he came back? Just answer yes or no. Do you know or don't you know?

A. A few years, that is all I can tell.

Q. Do you know or don't you know?

A. I don't know.

Q. What does Mr. Ross do in the crane department?

A. What does he do?

Q. Yes, what does he do.

A. A mechanic, the work that I do, he is a mechanic.

Q. He is a mechanic?

A. Absolutely.

Mr. Seyfarth: That is all.

Mr. Reynolds: That is all.

(Witness excused.)

Mr. Reynolds: Nick Cumorich.

NICK CUMORICH, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Are you the same Nick Cumorich who testified here before?

1925 A. Yes.

Q. Now, Nick, prior to your discharge last spring, had the boss, Mr. McKinney, ever reprimanded you or bawled you out for being slow?

A. No, sir.

Q. Or inefficient?

A. No.

Q. Did he ever say a word that you might consider as a reprimand to you?

A. No, sir.

Q. What kind of work did you do there?

A. Mostly on a shovel, loading sand, and then I was on work in the yeards, break up some scrap in the yard, I was all over.

Q. At the time you were discharged what were the duties that you were performing? What were you doing when you were discharged?

A. I was working on a bench.

Q. Working on a bench?

A. Yes.

Q. How long had you been there?

A. I had been there for just one night.

Q. One night?

A. Yes.

Q. Now what was your job classified as, what
1926 were you called?

A. What do you mean?

Q. What did you consider your occupation to be?

A. To be?

Q. Yes.

A. Mostly labor.

Q. Mostly labor?

A. Labor.

Q. How much of your time would you say you spent as a chipper?

A. Sometimes I got an hour work on chipper, sometimes I got a day; when I am done I go to the foreman and he send me to the yard as labor.

Q. (By Trial Examiner McCarthy.) What floor did you work on?

A. On the floor, the first floor in the foundry.

Q. The steel cleaning floor?

A. Yes.

Mr. Seyfarth: He does not show on the sheet as a layoff, it is not on that sheet. This is a discharge case, Mr. Examiner.

Q. (By Mr. Reynolds.) Nobody ever said anything to you, Nick, that your work was not up to the work of the rest of the other men?

A. Never.

1927 Q. What is the fact about that, could you chip as well as the other men who did that work?

A. Yes, I did. The only thing, them people that was working steady chipper, steady grinder, they had tools to work with there. I was working two or three days, I don't have no tools, I had to go around and ask them to give me some tools.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) There is a tool room there, isn't there, Nick?

A. Tool room, yes. When I was working in there, I had to go to the office and ask George Bellop.

Q. (By Trial Examiner McCarthy.) Was he your foreman?

A. Yes, he was my foreman.

Q. (By Mr. Seyfarth.) Now, you say you chipped on the bench.

A. I chipped on the floor; on the bench, every thing.

Q. You say you worked on the bench one night. At that time what were you doing, bench chipping?

A. I was chipping, and then I was put grinding. First I was chipping rough castings, then I go grinding.

Q. And you did some shoveling?

A. What?

Q. You did some shoveling also?

A. Yes, sir, I done shoveling, cleaning the floor, 1928 everything.

Q. And you broke some scrap?

A. Yes out in the yard.

Q. You had a lot of duties?

A. Yes, they put me pretty near everywhere. I was just like a spare man.

Q. You were like a spare man?

A. Yes.

Mr. Seyfarth: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Who paid off the night gang?

A. When I got fired?

Q. No, who paid the other men in the night gang?

A. We wait until morning.

Q. You wait until morning?

A. Yes, we wait until morning, and we go in the office and get paid.

Q. Now, the night you got fired your foreman gave you the money?
A. Yes, sir.
Q. And he also gave Mike his money?
A. Yes, Mike and I.
Q. Now, describe what George Bellop did in there?
A. He just give us orders, what to do.
Q. Just told you what to do?
1929 A. Yes, sir.
Q. Did you ever see him do any work himself?
A. I don't see him. When I came in the office he sit down and I ask him what to do. When I finish the job I bring him back and he give me more work.
Q. (By Trial Examiner McCarthy.) He has an office?
A. Yes, sir.
Q. George Bellop has an office?
A. Yes.
Q. (By Mr. Reynolds.) It was the same office that Mr. McKinney used during the day?
A. Yes, sir.
Q. Did he give orders to other men, as to what they should do?
A. Yes, sir, the men working nights.
Mr. Reynolds: That is all.
Q. (By Trial Examiner McCarthy.) Mr. McKinney worked daytimes?
A. Yes, sir.
Q. Did you ever see him down there nights checking up?
A. Yes, sir.
Q. Did you see him there in the office?
A. I never see him, I just do my work.
Q. He never talked to you?
A. He never talked to me in the office any time.

1930 *Recross Examination.*

Q. (By Mr. Seyfarth.) Nick, did George Bellop ever drive a truck?
A. What is that?
Q. Did he ever drive the truck?
A. No, I didn't see him only sometimes when the man, the steady driver, is off, I seen him drive the truck.
Q. Did you ever see him attend the annealing furnace? Do you know what the annealing furnace is?
A. No, I don't see him.

Q. Did you ever see George Bellop do any cutting or burning?

A. Sometimes when they changed the men he would show them the job.

Q. Did you ever see George Bellop run the sand blast?

A. No, I don't see him.

Mr. Seyfarth: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Do you read English, Nick?

A. Only a little.

Q. George would read the orders off of some slip?

A. What do you mean?

Q. When he was telling you what to do, was he reading the order from some slip?

A. Yes, he would read it. He says, "Nick, here 1931 is order." When I finish it I bring it back, then he give no more.

Q. (By Trial Examiner McCarthy.) McKinney testified he saw you working at night, and he says you were not interested in the job, you make slow job.

A. I never see him, I do everything what the foreman tell me.

Q. You think you did as well as the other fellow?

A. Yes, everything the foreman tell me I do. He said I was good workingman.

Q. Who said that?

A. George Bellop, when I got fired, he says, "I am sorry, you are pretty good workingman."

Mr. Reynolds: That is all.

Mr. Seyfarth: That is all.

(Witness excused.)

Mr. Reynolds: I will recall Mr. Kalamarie.

JOHN KALAMARIE, a witness recalled by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Mr. Kalamarie, are you acquainted with George Bellop?

A. I am.

Q. Do you know what his duties are for the Link 1932 Belt Company?

A. Well, the first thing that he does when he comes in the office, he sees if there is any orders for the work; and he just gives out the orders, and gives out the time cards and the instructions, what the instructions are on the work, and the rest of the time he is in the office.

Q. How much actual work does he do himself, would you say?

A. The only time he does any of the work during the night, he would give us a chance to leave the job for a few minutes to go in the lavatory, and then he would do a little bit of work, to keep the work hot until we got back.

Q. What is the fact about driving the truck that has been mentioned?

A. That is a little gasoline truck. I run it, and he runs it when the other boy is not there, runs it just a few minutes, just to push in one load; and then the other boys run it, they all run it as a matter of fact. Anybody who can drive the truck runs it.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: We will have a five minute recess.

(A short recess was taken.)

Mr. Reynolds: I have no more questions.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Kalamarie, you don't
1933 know what wages George Bellop receives, do you?

A. Yes, it would be about 92 cents an hour.

Q. How much did you receive when you were there?

A. 69.

Q. And do you know whether or not he received a foreman's wages?

A. No, I don't.

Mr. Seyfarth: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Now, this 92 cents that you think Bellop received, what period of time are you referring to when you say that you think he received 92 cents?

A. When they extended the night shift, and he took charge of the gang, why he got a raise there, I think around 20 cents.

Q. When he took charge of the men he had a raise of around 20 cents?

A. Yes.

Q. (By Trial Examiner McCarthy.) When did they extend the night shift; when was that?

A. It was around April.

Q. Of 1937?

A. Yes.

Q. (By Mr. Reynolds.) Could it have been after April?

A. Or May, I don't know.

1934 Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Seyfarth.) This night shift was not a permanent thing, was it, Kalamarie?

A. It was until a month or so ago.

Q. I mean, sometimes there would be a lot of work to do at night, and other times there would not be so much work?

A. We did just as much work nights as they did on days.

Q. You did as much nights as they did on days?

A. For the amount of men we had.

Q. Well, I suppose that is true, at least, to a certain extent. You got a premium for working nights, didn't you?

A. Yes, one-tenth of one per cent, something like that.

Q. Wasn't it five per cent of the weekly earnings that you got as a premium?

A. No, it didn't run that high.

Q. It didn't run that high?

A. No, I got ten cents a night extra.

Q. Ten cents a night extra?

A. That was just the cutoff men.

Q. Did the force in the night shift vary? Were there many men working at times and then they would cut down to fewer men?

A. No. When they hired men on the day shift they put a couple on extra nights, too.

Mr. Seyfarth: That is all.

1935 Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Reynolds: Mr. Karbol.

MIKE KARBOL, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows.

Direct Examination.

Q. (By Mr. Reynolds.) Are you the same Mike Karbol who testified here before?

A. Yes.

Q. Now, Mike, before your discharge had your foreman or anybody complained to you about your work, about how slow you were at it?

A. No, nobody explained to me. I working piecework. I get it two sprockets or three sprockets, sometimes five sprockets, the same order. I finish him that order, and I take him back another job, and different parts, when I finish him them other parts, and I work him fast. When I work him fast I make it over money.

Sometimes there is a lot of scrap, I can't work him fast. Many of them sprockets they have too much chill; they can't chip him off, and I take small grindstone and grind him off. It must be right. The inspector in-
1936 spect him, and when you have left any scrap he send them back. They must be chipped him right, I want to make it good job.

Q. Now, Mike, you say you worked on piecework?

A. Sure, I work piecework.

Q. Did you make your piecework rates?

A. Sure; sometimes I make it, sometimes I lost when we get it to many scrap, and I can't make it over money. If we get no too much scrap, see, I make it over money.

Q. Who is your foreman?

A. George, I work nights, George.

Q. Did George ever say that you were not doing as much as you should?

A. No—yes, George did say me, yes.

Q. What did he say?

A. He say me sign up for to join. I say no.

Q. You are referring to the Independent Union, aren't you?

A. Yes.

Q. Did he say anything about your work, that your work was not what it ought to be?

A. Oh, no, no, no, say me nothing.

Q. Did Mr. McKinney ever say anything about your work, Mike? Did Mr. McKinney, the day foreman, ever say anything to you about your work?

A. In the daytime?

Q. Any time. Did he ever say anything to you?

1937 A. No.

Q. McKinney said he went down to the foundry at night and he looked over the men working there.

A. Yes.

Q. Did he ever talk to you then at night?

A. Yes, he told me to come in at night.

Q. You were working nights?

A. Yes.

Q. (By Trial Examiner McCarthy.) McKinney comes down to see how the men are doing their work. Does he ever speak to you when he comes in at night?

A. Yes, he told me I should come at night. The boss is named Bill.

Q. (By Mr. Seyfarth.) That is, Bill McKinney?

A. Bill McKinney, he told me "Mike, you come night, working night."

I say, "All right, I come nights." I say, "You change me, I come in night." I work one month daytime, two months I working in night time. I don't know, and he give me layoff, fire.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Did you see McKinney down there at night time?

A. No, sir.

Q. You never saw him down there at night?

1938 A. No, I no see him no more.

Q. He works daytimes?

A. Daytimes.

Q. Does he have charge of the night shift?

A. No, night boss is [illegible] night shift. Day boss in daytimes work.

Q. You never saw McKinney down there at any time at night?

A. No.

Q. Never?

A. No.

Q. If McKinney was down there you did not see him?

A. I didn't see him working in there. Only last time

I seen him was when he give me fire. I say, "George, what is the matter, you give me fire."

Q. You are talking about the time George fired you?

A. I say, "What is the matter, give me fire?"

He say, "I don't know, I give you fire. I don't know, you are working all right, I don't know what for you get the fire."

Trial Examiner McCarthy: Anything more?

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. McKinney has got grey hair, do you know him?

A. Yes.

1939 Q. Did you see him at the shop at nighttime?

A. No, I no see him, he working daytime.

Q. You only saw him during the daytime?

A. Yes, I saw him daytime when I start before. When I work daytime I see him.

Q. Did Mr. McKinney ever visit the foundry during the night, when you were on night work?

A. Visit it? Bill visit it, Bill is his name.

Q. Who is Bill?

A. Bill.

Q. Bill visit it at night?

A. Yes.

Q. (By Trial Examiner McCarthy.) Who is Bill?

Mr. Seyfarth: Bill Morley.

Q. (By Mr. Seyfarth.) Do you mean Bill Morley?

A. Yes.

Q. He visited at night?

A. Yes.

Q. Did Mr. McKinney visit at night too?

A. Yes.

Q. Did Mr. McKinney visit at night? The gray-haired man, did he visit at night?

A. No, he no visit me nights.

Q. You did some grinding, did you?

A. Sometimes I grind it, too.

1940 Q. Did you ever shovel?

A. No, I work one place. I am starting work nights, and I stay all night.

Q. Do you know what a bonus is, Mike?

A. Well, the bonus, I make it myself the bonus, all work; more chip I make it, I get bonus.

Q. The more work you do, the more bonus you get?
A. Yes.
Q. And you also get a bonus for working nighttimes, too, don't you?
A. Nighttime, to, and I work it, I make it bonus for the daytime, and I make it bonus for the nighttime.
Mr. Seyfarth: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Mike, do you read?
A. What?
Q. Can you read?
A. No.
Q. (By Trial Examiner McCarthy.) Can you read English?
A. No, I can't.
Mr. Wham: That is all.
(Witness excused.)
Mr. Reynolds: Mr. Salmons.

LOUIS SALMONS, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows:

1941

Direct Examination.

Q. (By Mr. Reynolds.) You are the same Louis Salmons who testified here before?
A. Yes, sir.
Q. Mr. Salmons, you heard some testimony here about something that you are alleged to have told the sand slinger?
A. I did.
Q. Who is that sand slinger?
A. We always called him Sand Slinger John, we don't know his name.
Q. What is the fact about that? Did you have a talk with the sand slinger about the C. I. O.?
A. I never did.
Q. Do you recall that Mr. Berry ever said anything to you there at that location?
A. He never did.

Q. Now, how many men in the Link Belt plant did you ever talk to during working hours about the C. I. O.?

A. I did talk to John Kowatch, I didn't talk to him about the C. I. O., no.

Q. What was the circumstance of that?

A. Well, we were talking about unions at first sort of, and I probably started—I won't say that I talked
1942 about the C. I. O., because I talked to him only two or three minutes, and it really takes a little more time to explain it.

Q. (By Trial Examiner McCarthy.) You are talking about the period of April 1937?

A. That is right. It takes a little more time to explain the theory of a legitimate union over a company union, but I did talk to him.

Q. (By Mr. Reynolds.) Did you talk to any of the other employees during working hours about the C. I. O.?

A. Not as I remember.

Q. You had some cards that you gave to some of the men that were helping you?

A. Yes, sir.

Q. And perhaps you distributed some yourself, is that right?

A. I did.

Q. What is the greatest number of cards that you had in the plant before you were discharged?

A. I received 50 cards, the first bunch of cards I got, and I was discharged before I received any more cards.

Q. (By Trial Examiner McCarthy.) That was in 1936?

A. That was in 1936.

Q. (By Mr. Reynolds.) What is the fact as to whether you received any warning before you were discharged?

A. I never received any warning from Mr. Berry or Mr. Forss at any time during my 14 years there.
1943 Q. Did you ever receive one from any other foreman?

A. I did not.

Q. Any foreman made any complaint to you about loafing on the job?

A. No.

Q. Did anything you did in your C. I. O. activity interfere in any way with the performance of your work?

A. No, it did not. We had an organization built up for the purpose of organizing. Of course, I was directing that organization. We had three men in the foundry, to take care of the foundry. It was not necessary that I do

any of it. Also we had a man in D. K., to take care of that department; and similiar men through out the plant to take care of it.

At the time I was discharged we had 11 applications signed.

Q. Now, had you instructed any of these men or talked to the men about the advisability of the hazards of doing this work during working hours?

A. Well, we had talked it over. We had a meeting and we talked the thing over, and I realized at the time somebody would probably be fired; and naturally I signed the applications because if any body got fired I wanted to be the one to be fired because I was starting it. I knew it would turn out that way because it was turning out that way all over the country; somebody no doubt would be discharged.

1944 Q. Now, Mr. Salmons—

Trial Examiner McCarthy: Excuse me. When did you first start organizing? When did the C. I. O. first start to organize the plant?

The Witness: Well, it was about along, I guess, oh, maybe the 15th, along about the 15th of September, maybe later, in 1936.

Q. (By Mr. Reynolds.) That was about a week before you were discharged?

A. Just about a week, something like that, I couldn't say just exactly, you know, I don't remember.

Q. Did you ever see any bulletin posted on the bulletin board with references to union activity?

A. No, sir.

Q. On company premises or during working hours?

A. I never did.

Q. Now, at the time that you went back to work on December 21, 1936, was anything said about solicitation for the union on the company premises?

A. Not particularly in that way. I know Mr. Berry says to me, he says, after that conference that there would be no more organizing. I says, "No, not on the company property, but there will be organizing on the outside."

At that time of an evening we had a tavern up on the corner of Wentworth Avenue and 39th Street, and

1945 in there from that time we did our organizing. At that time we didn't know we had the right to organize on the company's property outside of working hours, and noon or any time. I think later on the Board

agreed that we had a right to organize on the company's property on our own time.

Q. You mean the Employees Board?

A. The Labor Board, I think they handed down a decision of that kind; I think about the time of the Independent Union.

Mr. Wham: I object to this repeated reference to the Independent Union.

Trial Examiner McCarthy: This is for the purpose of identification that you are referring to the Independent Union, is it?

The Witness: I refer to the Independent Union, if you must call it that. At that time the Independent Union started and they were going around through the plant, they were going through the plant with a list.

Trial Examiner McCarthy: That has been covered.

The Witness: I want to bring out the point about when we started.

Trial Examiner McCarthy: Do that in response to the attorney's questions.

Q. (By Mr. Reynolds.) How did the C. I. O. do this organizing?

1946 A. When the Independent Union started out with the list, and we seen them doing it on company time, we started out and we built up an organization in the different departments, like the machine shop, and so forth. We had five men to go through the machine shop with cards in their hands signing up people. The foreman and everybody could see it. We did it in the steel shop.

Q. That was after the Independent Union started?

A. That was after the Independent Union started.

Q. Was it during working hours?

A. It was not, it was during the noon hour.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) In other words, you were following suit, were you not, Mr. Salmons?

A. We were following suit during the noon hour, on our own time.

Q. Now, do these cards, one of which is referred to by Board's Exhibit 26, bear your signature?

A. Yes, sir.

Q. Do all of them bear your signature?

A. They do.

Trial Examiner McCarthy: Look at them and be sure?

A. I am satisfied that they do.

Trial Examiner McCarthy: Well, you can't be
1947 satisfied without looking at them.

A. (Examining documents.) Yes, sir.

Q. (By Mr. Seyfarth.) Now, are those the cards which you brought into the plant to be signed?

A. They are.

Q. You brought them into the plant prior to the time that you were discharged?

A. That is right.

Q. At the time you brought them into the plant you said you placed your name on them to be sure that if anybody had to take the rap you would take it instead of the men whom you had selected to help you?

A. It is a rule that we must sign the cards as an organizer, but I probably could have left my name off the cards; but the fellows who signed the cards, they would have expected my name on there.

That was one of the purposes. I really knew there would be somebody discharged.

Trial Examiner McCarthy: Keep your voice up, please.

A. I say, I really knew there would be somebody discharged.

Q. (By Mr. Seyfarth.) You in other words, decided to organize the plant on company time?

A. It was not our intention at all.

Q. Isn't that, as a matter of fact, what you were doing?

A. I probably passed out some of those cards on
1948 company time, I don't deny it. But there were nine of the those cards which you have there which were taken out of a fellow's tool box in the foundry; those nine cards which run in rotation.

Q. Had you given them to the fellow?

A. I certainly did.

Q. And did you give them to the fellow to have him pass them out to somebody else?

A. Well, that was up to his judgment, how he would pass those cards out, but he was not instructed to do that on company time, or take any of the company's time.

Q. You gave him those cards on company time?

A. I didn't give him those cards on company time, I gave him those cards at his house, those nine cards.

Q. And he happened to bring them down into the plant, is that right?

A. Yes.

Q. He was to go out and organize on company time?

A. I didn't say he was to go out and organize on company time.

Q. But you assumed that in passing out a card to man he naturally had to talk to him, didn't you?

A. He may have to talk to him a few minutes. If I passed out any card to anybody, I would tell him to take it home, read it, sign it and return it.

Q. I mean, you were not passing them around
1949 indiscriminatly without a few words of explanation of what they were about?

A. I think the majority of the people knew what the union was, and it didn't take a big conversation to get a man to take a card, because we were particular who we talked to; but as to taking up any amount of the company's time, I don't think we did at all.

Q. Some of those fellows could not read or write?

A. Some of them, possibly.

Q. Didn't you have to explain where they should place their signature on the card?

A. At that time we were not contacting men like that, or I was not.

Mr. Seyfarth: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Mr. Salmons, when you said it took longer to explain the theory of the C. I. O. than a company union, you were referring to the Independent Union?

A. That is right.

Q. How long did it take you to explain the theory of the C. I. O.?

A. Well, it would take more than two or three minutes.

Q. And if somebody testified that somebody tried to explain the theory of the Independent Union to them for forty-five minutes or thirty minutes or even twenty minutes, you would think that would be an exaggeration, wouldn't you?

1950 A. I can't say.

Q. Now, at the time that you were discharged, you say you had eleven applications for the C. I. O.?

A. I had.

Q. Isn't it a fact that the C. I. O. put the rumor around the plant that you had 275 at that time?

A. I started that rumor myself.

Mr. Wham: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Mr. Salmons, what was the membership of the C. I. O. before the Independent started to organize?

A. Well, it was around close to 400, I guess.

Q. And did you have an organization set up, meetings and so on?

A. Oh, yes, we had meetings, we also had a charter at that time.

Q. That organization has been retained intact ever since, too, hasn't it?

A. That is right.

Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Wham.) Is that close to 400 that you speak of, is that the same type of the 275 which was rumored around the plant in September?

1951 A. No, sir.

Q. (By Trial Examiner McCarthy.) Were they actual signatures?

A. Yes, sir. At the time I was discharged, you refer to?

Q. (By Mr. Wham.) Yes.

A. At the time I was discharged I had eleven applications signed. Mr. Forss came in the washroom and he says to me, he says, "Well, I didn't believe this was going on," or some such words as that.

I says, "Well, Joe, we have 370 or something like that, see, as near as I can tell." I didn't want to tell them that I was getting kicked out of there after I had done no organizing at the time.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Reynolds: Mr. Bozurich.

PAUL BOZURICH, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Are you the same Mr. Bozurich who testified here before?

A. Yes, sir.

1952 Q. Now, Mr. Bozurich, prior to the time of your discharge or layoff, whatever the case may be, had you ever received any information about the company's seniority policy.

A. None whatsoever.

Q. Now, you have heard this testimony about the policy being one of occupation or shop seniority?

A. Yes.

Q. You also heard Mr. Berry say that that was the customary system of seniority in other steel and iron foundries. Now, do you have any information about that?

A. I have, that is, in the sense of my own experience in various foundries.

Q. Now, will you describe briefly what your experience has told you about that, and explain what the basis of your testimony is?

A. Well, I should say, generally speaking, it would run in the following order; that in the foundry there would be a letdown in production, and the management feels that it will be temporary, see, or only for the time being; then the first move would be to divide the work, the working hours and to maintain the force on the job see.

However, if it would develop that this letdown in production will develop into a somewhat indefinite period of time, then the second move—I am speaking in general terms—would be to reduce the force; and the man-

1953 agement would always make an effort to maintain on the job the most skilled people. With the molders, in a sense, when any rehiring would take place, they would have no difficulty getting skilled molders on the job, evidently, that they need, for the lowest skilled molders they can provide much easier, if they maintain their skilled molders.

Now, in addition to that, and I say this in general terms, because that would apply, let's say if I might state it frankly, in foundries where there is no organization setup,

and where the people wouldn't have—the molders wouldn't have anything behind them to protect, that is, to enforce the seniority, and therefore the management would be guided by the skill.

Q. By what?

A. By the skill of the men. For example, there is a bench molder and he works squeeze molding, and here is a machine or a floor molder, whatever it may be; the manager would always take into consideration that if he has not got a job for the floor molder, which is really somewhat higher, or requires more skill on the part of the men; and he feels he can get a squeeze molder at any time, because that does not take any particular type of man on that particular type of work; therefore he would always retain the skilled molder, and the one who can work all along the line, see.

That would be the guidance of the management, 1954 see; I mean, in unorganized plants.

Where there would be a union, of course, the approach to the seniority rights would be altogether different. Then the union would have an opportunity to say something about it and see as to their rights, and do have his seniority based on his length of service, because the men are interested like that, in comparison with his seniority rights and his experience behind him.

Q. Now, what is your impression of the Link Belt Company at the time that you were discharged; would it fall into the classification of the unorganized foundry or of the organized foundry, with reference to its seniority policy?

A. Unorganized.

Q. In other words, the expectation then would be that the skilled men would be retained and the less skilled men would be let out?

A. Yes, sir. That would be for the benefit of the management, itself, and in fact it is the practice in foundries that I know of where I was working.

Q. Now, did your boss, the foreman on the gray iron floor, understand what your background of experience was?

A. He never talked to me about it, but I suppose he does because I turned in my references at the office, the companies that I was working for, the city and state, things like that.

Q. Was there also an indication of the type of work 1955 that you performed for those companies?

A. Yes, I believe that there is.

Q. Now, there was some testimony about the type of work that you did in the foundry there, and some opinion was expressed that you were not capable of doing work on the heavier type of castings.

What is the fact in regard to that?

A. It is hardly possible I can say in a word to answer that question. I will tell you, for example, you cannot judge the quality of a molder and his ability on the basis of the weight of the castings, see, because, for example—picture to yourself, let us say, a railroad tie that the rails rest on, which is a square block. There is practically almost nothing for a molder to do on that, but that particular type of casting would be five tons, ten tons or one ton.

Say, for example, a gear, which is an altogether different type of casting. Now the molder that would work on that particular tie, railroad tie, the square block—then you have another one, for example, working on a gear, let us say, which would have no tonnage in weight. Now, you see the square block would weigh, say, ten tons, and yet it is so plain that there is hardly any skill required; but here we have a gear which hardly weighs half a ton, yet it requires for you more skill, higher skill, than the skill or the ability to do the molding on the square block.

1956 So therefore, you cannot judge by weight as to the molder's ability; because a casting that might be ten pounds, twenty pounds or fifty pounds, might require more skill than the heavy casting.

But generally speaking, taking all castings, altogether, all types of castings, not one particular type of casting; then when you take it in that light, the heavier they are, the molder generally needs more skill, for this reason. If he molds a big casting, if it is lost, if it turns out to be scrap, it is a big loss to the company, see.

For example, if a bench molder makes one type of casting or a number of different types, and say during the day he makes twenty molds and makes twenty castings, and he loses one or two, he has eighteen or nineteen castings left. But if he was working all day on this particular type of casting, one big casting, and if he lost it at the end of the day, it is a loss of all the work for the day and you don't have any casting left at the end of the day.

Therefore it is required for the molder on the heavier types to be more skilled, to assure the company at the end of the day that there will be no loss. While the bench molder will have a little loss, he would have enough on hand to make his wages.

Q. Now, Mr. Bozurich, will you take Respondent's Exhibits 6-A to 19, both inclusive, and pick out the names
1957 of the men who are molders, whose seniority is less than yours, and whose job you are qualified to do?

Mr. Seyfarth: If the Examiner please, I don't see that this has any particular bearing on the issues in this case. I think it is agreed, not only by the witnesses who testified, but also by Mr. Skeets and Mr. Morley that the department was departmentalized according to occupation, and that this man was a molder on the iron floor, and hence that there has been no exception in the general policy in his particular case.

Mr. Reynolds: If the Examiner please, that is the question at issue, whether there was any general policy. I am proving by this witness that there was no such policy, and that it is a pure fabrication.

Mr. Seyfarth: A pure fabrication?

Mr. Reynolds: A pure fabrication since this hearing started.

Mr. Seyfarth: That is the first time I have heard that statement made, Mr. Examiner, and I take personal exception to it.

Trial Examiner McCarthy: It is not a good expression, perhaps, but the Examiner will receive the testimony of the workers, explaining how they understand the seniority rule works.

We have had the respondent's view of it, and to
1958 clarify the record it might be advisable to get what the workers understand the rule to be. At the same time the Examiner would like to know if it is possible for this witness to explain from Exhibit 7-A how he was affected in the shift that he has testified about.

Mr. Seyfarth: Now, if the Examiner pleases, I can see how Mr. Reynolds might think that this was hurriedly prepared, because that happens to be the fact—

Trial Examiner McCarthy: I think Mr. Skeets testified that there was no necessity for a seniority rule to be established until last October.

Mr. Seyfarth: And further, I believe that the Examiner does recognize the fact that I was thrust into the case because of Mr. Ford's absence.

Trial Examiner McCarthy: That is true.

Mr. Seyfarth: If I had been in it before I would have had these exhibits properly prepared. However, I don't think that inference should be drawn, as stated by Mr. Reynolds, simply due to my inexperience in the case, and the way I was thrust into it.

Mr. Reynolds: I want to say for the record I am sorry I made such an unwise choice of terms. I had no intention of casting any reflection on Mr. Seyfarth.

Mr. Seyfarth: Thank you, I didn't think that you did.

I think it would be well to state now under the orig-
1959 inal setup of exhibits here, marked by number alone, as well as by number and letter, it is most marked that the result is about the same in both cases, whether they be departmentalized or whether they not be departmentalized. It is a strange thing, but it so happens. But the fact of the matter is, there was departmentalization in the foundry and there was division of occupation in each of the departments, in each one of the departments.

Trial Examiner McCarthy: Now, if it is true that the principle works the same in both cases, this witness may explain as to how the misunderstanding arose.

Mr. Seyfarth: I think the witness—

Trial Examiner McCarthy: Mr. Reporter, will you go back to Mr. Reynolds' original question on this subject and read it, please.

(Question read.)

The Witness: May we proceed.

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: Go right ahead.

A. Now, on the iron floor—

Q. (By Mr. Seyfarth.) What number is that?

A. There is no number here, there is a page number, but it is called 7-A.

Trial Examiner McCarthy: 7-A?

Mr. Seyfarth: Exhibit 7-A.

1960 The Witness: Exhibit 7-A. There are missing here a number of employees who were employed after I came in, and were employed and started to work on the floor, and later on where shifted.

Now, you will find them on the sprocket floor and the bench floor.

Mr. Seyfarth: I don't think the witness is answering the question.

The Witness: Wait a minute.

Mr. Seyfarth: He was asked to list those whose job he was capable of performing, that is, in the molding classification, isn't that right?

Mr. Reynolds: That is right.

Trial Examiner McCarthy: Who had less seniority than he had, and whose work he was qualified to perform.

The Witness: Yes.

Mr. Reynolds: He is picking out those names now, as I understand it.

The Witness: The names on the bench floor, for example —on the sprocket floor—

Q. (By Mr. Seyfarth.) What exhibit is that?

A. That is 1, 2—

Trial Examiner McCarthy: No, wait a minute, we want to identify the exhibit.

Mr. Seyfarth: The page.

1961 The Witness: There is no identification on it.

Mr. Reynolds: Count up from 7.

Mr. Seyfarth: This is 12-A.

Trial Examiner McCarthy: Check the exhibit, check the Board's exhibit.

Mr. Seyfarth: I have the exhibit, we have that copy.

Trial Examiner McCarthy: Can we have it to refer to it, so that the record will be clear?

Mr. Seyfarth: That is 12-A.

Trial Examiner McCarthy: When you refer to the page, always refer to the exhibit number, so the record will be clear.

Mr. Seyfarth: I think the witness should be instructed to make no markings on that original.

The Witness: No, I won't. Now, fourth from the top, Fred Meyer.

Q. (By Trial Examiner McCarthy.) What are the facts in relation to Meyer. Was he working on the iron floor with you?

A. Meyer started on the iron floor as a laborer, helper, much later than I did, on the iron floor; and then later on was shifted over to the sprocket floor, and also was a helper to a molder on the sprocket floor.

Q. (By Mr. Seyfarth.) Who is that?

Trial Examiner McCarthy: Fred Meyer, the first 1962 molder listed on that page.

The Witness: And thereafter I was told that he was supposed to become a sprocket molder. Now, his name is not there.

Q. (By Trial Examiner McCarthy.) Not on the iron floor?

A. Not on the iron floor.

Q. That is, 7-A, Respondent's Exhibit 7-A?

A. That is right. Then the next man that I can recollect is the fifth on Exhibit 12-A, C. Ram. He started on the sprocket floor, I believe, much later, not as a molder, but as a helper, a labor helper to a molder, because he came from—he was a taxi driver when he came to the foundry.

Q. He was never on the iron floor?

A. No, he was not there. Now, on the bench floor, the 13th page of this here, the first name on the top—

Trial Examiner McCarthy: The bench floor is 14-A.

The Witness: 13-A.

Trial Examiner McCarthy: 13-A?

The Witness: Yes. Gust Larson. He started on the grey iron floor as laborer and helper to a molder. He was working as a helper with the molders, I believe about five, six or seven months later than—I am not certain of the date he started to work on the floor and tried to become a molder. I used to help him out, to show him what to do.

That is all the men from this iron floor list.

1963 Then Stanley Zalawa, when he came in, as well as I know, he worked there for a short while on the iron floor, but I couldn't see him here, and later on was shifted over to the bench molder and tried to become a bench molder.

Then Joe Thomas, the seventh name from the top, he also started as a laborer and helper to a molder, and worked there for a while.

Q. (By Trial Examiner McCarthy.) On the iron floor?

A. On the iron floor, yes, sir. Then I believe he was shifted over to the machine floor, and then thereafter back to the bench floor, to learn to be a bench molder. I know I had quite a few times to show him how to bench mold, because he didn't know how to get away from making too much scrap. Those are the names which to the best of my knowledge are missing on this iron floor list.

Q. Those are the names?

A. Yes, that I can recall. Now, here, that list on the bench floor, classified as bench molders, I certainly do feel that because I have years of practical experience in various foundries as a bench molder, a floor molder and a machine molder, by their being shifted it would certainly be my seniority right—I have greater seniority rights, and I also have much more experience in the foundry as a molder than they have.

Q. (By Mr. Reynolds.) Now, refer to the machine 1964 floor on page 14-A.

A. Well, on the machine floor I can point to them if I see them, but their names I cannot recollect, but I want to give you an idea about the machine molder, although I don't know whether—you see on the molding on the machine not all the men working that particular machine could be actually considered as a molder, and naturally is not considered.

If my foreman, for example, would asign me to operate a molding machine, he adds the necessary number of helpers, due to the fact that machine molding is simplified, it does not necessarily require that his helper be as experienced as on the floor. If one man is assigned, as in this case, I would have to show him how to do the work, but I am responsible for the finished product.

I show them how to build the mold, and the boys build the mold, but I am responsible for the finished mold.

Q. (By Trial Examiner McCarthy.) You are talking of what?

A. The machine floor.

Q. The machine floor?

A. I also see no helpers on the machine floor, but they are classified as molders. I know quite a few of them that hardly know anything about molding at all.

Therefore I believe on this card here, which represents the machine molders, Exhibit 14-A, there are people classified as molders who hardly know how to hold the sand shovel.

1965 Therefore in that case, of course, I don't know exactly who are here classed as molders and who are laborers, I don't know, and I cannot give a clear answer as far as the machine floor is concerned; but this is how the thing generally stands. There should be a clear classification of molders and helpers; so many helpers for the molders on those machines and then I would be able to judge.

Q. (By Mr. Reynolds.) Refer to page 15-A, the steel floor.

A. Now, there is on the steel floor—well, I know the fellows, but I cannot recollect their names. I believe this fellow by the name of Olson on the steel floor—well, he is laid about in 1938,—and there are a number of others that I can't recollect their names, but I know them otherwise.

Q. (By Trial Examiner McCarthy.) What about them?

A. Well, they had less seniority rights.

Q. Were they on the iron floor, the grey iron floor?

A. On the steel floor.

Q. They were never on the iron floor?

A. No, not on the iron floor. And there is another fellow who used to work there before, for a long while. He told me this, he would be hired back not very much at a time. We called him Baker, I don't know his real name.

Q. (By Mr. Reynolds.) Do you know Zenon Petrouski?

A. Yes, that was the fellow that brought that list around.

1966 Q. Do you know anything about his experience as a molder?

A. He was started as an apprentice. Some of them call themselves apprentices. They just start to learn.

Q. He was a young boy, wasn't he?

A. Yes, he was a young lad, he was a young lad, I would consider him a school boy. I believe the other fellow I was referring to,—I don't know what his name, we called him Baker, something like that, because when he was laid off he would tell me that he was going to bake.

Trial Examiner McCarthy: That is enough on that.

The Witness: That is as far as I can point out on this, so far as my seniority rights are affected. There are a number of fellows which I could point out, but on account of this classification I can't give a satisfactory answer.

Q. (By Trial Examiner McCarthy.) Does that exhibit show how you were affected by the shift from the south end of the iron floor to the bench and then back to the north end?

Is there any way that you can explain from that exhibit how that shift affected you? Were you on the bench at one time?

A. Not on the bench, on the side floor.

Q. (By Mr. Seyfarth.) On the side floor?

A. That is it.

Q. On the sprocket floor?

A. On the sprocket floor.

1967 Q. (By Trial Examiner McCarthy.) But this exhibit would not show that you worked on the sprocket floor. Even if you worked on the sprocket floor, according to the way the respondent sets up their seniority—look at Exhibit 12-A. How do you explain that, 12-A and 12? There are only three molders, three sprocket molders.

Mr. Seyfarth: Three laborers.

Trial Examiner McCarthy: Three laborers, three molders, then the crane man, two sprocket molders, and then three molders.

On 12-A they are molders.

Mr. Seyfarth: There were eight molders on the sprocket floor, three laborers and one crane man.

Trial Examiner McCarthy: There were three sprocket molders and five molders. Is there any distinction there?

Mr. Seyfarth: I understand they are one and the same thing; all the molders were sprocket molders on the sprocket floor.

Trial Examiner McCarthy: The man who prepared the

exhibit might know that, but when we come to determine the facts we don't know.

Mr. Seyfarth: That was a typographical error. I will have Mr. Skeets clear that up.

Q. (By Mr. Reynolds.) Now, Mr. Bozurich, will you give a brief statement of your past experience as a molder?

1968 A. Yes, I can give a few words—

Trial Examiner McCarthy: How long are you going to keep this witness? Will there be much cross-examination? If there is not we can finish with him, but if there is, we can recess for lunch.

Mr. Seyfarth: I believe that we can finish on it, I will not take very long.

Mr. Reynolds: I have one more witness.

Trial Examiner McCarthy: Then what?

Mr. Reynolds: I think we should be finished by twelve-thirty unless there is further testimony.

Mr. Wham: There will be some more testimony.

Trial Examiner McCarthy: I think Mr. Wham has a couple of witnesses.

Mr. Reynolds: Perhaps we had better adjourn.

Trial Examiner McCarthy: We will recess until one-thirty.

(Thereupon, a recess was taken until 1:30 o'clock P. M.)

1969 After Recess.

(Whereupon, the hearing was resumed, pursuant to recess, at 1:30 o'clock p. m.)

Trial Examiner McCarthy: You may proceed.

PAUL BOZURICH, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Mr. Bozurich, will you give a short statement of some of the plants that you have worked in and jobs that you have performed?

A. As a moulder?

Q. Yes, as a moulder.

A. Yes, sir. Union Steel Casting Company, Pittsburgh, Pennsylvania, about four years.

Q. (By Trial Examiner McCarthy.) Can you give the dates, approximate dates? Just approximate.

A. From '16.

Q. 1916?

A. 1916 to up after 1919, starting with '16.

Webster Foundry Company.

Mr. Reynolds: You had better tell what your occupation was in each plant as you go along.

The Witness: In Union Steel Casting foundry, bench moulder, machine moulder, squeezer and floor. That 1970 was the place where I started.

Trial Examiner McCarthy: You mean the grey iron floor?

The Witness: Steel foundry, all over steel.

Webster Foundry Company, Akron, Ohio, from about the early part of 1920 until the beginning of 1921, I think it was, a little over a year. That's the grey iron foundry, bench and floor.

Right after that I went to Portage Foundry Company, Barberton, Ohio. I worked there for eight months as a machine moulder. In that foundry there was nothing but only machine moulder, floor machine moulder.

After that I went to Barberton Foundry, Barberton, Ohio. I worked there approximately a little over four years, light and heavy casting.

Trial Examiner McCarthy: From what period?

The Witness: I think it was about the beginning of 1922 until about at the end of 1926, something like that; thereabouts. I was working there as a moulder on the floor, light and heavy castings.

After 1926 I went to Massillon, Ohio. I was working there in the Massillon Steel Foundry about seven or eight months as a bench moulder, steel castings.

And I was also in the Crucible Steel Company, Cleveland, Ohio, I believe about seven or eight months; bench and floor moulder, according to the call of the fore-
1971 man, whatever they needed me for.

I was working also before I came to Link Belt at the International Harvester, known as the McCormick Works, on the bench, grey iron foundry, I think a little over six months. After that at the Link Belt.

Of course, this is only a partial list of the foundries I was with.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Now, why were you so hesitant about telling us where you worked on your direct examination, Mr. Bozurich?

A. Well, I didn't see at that time the purpose of it, because I give my reference to the company.

Q. In other words, you didn't know why I was asking the questions, so you refused to answer; is that right?

A. Well, I won't say that. I said there was a reference there to the company; and whether I am able to do the work, or whether my references are right or wrong, misrepresentation or otherwise, it was up to the company to check up on it and disqualify me later on if it wasn't so.

Q. You thought you had given the company the information before so you didn't want to be put to the bother of giving it the second time here on the witness stand?

A. Well, I wouldn't say so.

1972 Q. Is that the only reason why you didn't want to tell about it on direct examination?

A. I only hesitated—I didn't deem it necessary to answer because it was in the company's possession, all the references.

Q. It was a question of whether you were going to tell it once or tell it twice?

A. Well, I don't know that.

Q. Did you ever hear of the National Foundrymen's Association?

A. How

Q. Did you ever hear of the National Foundrymen's Association?

A. Well, I heard something about it.

Q. Did you ever have any connection with the National Foundrymen's Association?

A. No, sir.

Q. Did you ever get a job through the National Foundrymen's Association?

A. No, sir.

Q. Were you ever a labor spy for the Association?

A. What do you mean by that?

Q. Did you ever receive any money from the National Foundrymen's Association?

A. No, sir.

1973 Q. Did you ever tell the employment office at Link Belt that you had a connection with the Na-

tional Foundrymen's Association when you got a job with them?

A. No, sir.

Q. You deny that now, do you?

A. Because I never had outside of reading their literature as pertaining to the operation and practice in the foundry, which I displayed here the other day, that is all, which is for my own benefit as a moulder, to follow what is going on in the trade, learning and things like that.

Q. Now, were these plants that you were working in here organized or unorganized plants as far as unions were concerned?

A. Well, some of them organized and some unorganized.

Q. Which ones of them were organized?

A. Crucible Steel.

Q. What else?

A. That is all.

Q. All the rest of them were unorganized?

A. At that time, when I was working for them. That is in the sense that the union was not recognized at that time.

Trial Examiner McCarthy: What was that? In the sense the unions were not organized.

The Witness: What I mean to say, there were a number of employees. For example, if I am a moulder
1974 belonging to, let's say, the Moulder's Union, I would work in, as we call it, an unorganized or open shop; still I am a member of the union. Yet the company does not deal with me as an organized man.

Q. (By Mr. Seyfarth.) What system did they follow in the Portage Foundry whenever it became necessary to lay off employees? Did they follow a method of taking the most skilled employees and keeping them, or did they follow seniority?

A. In Portage Foundry, I was only there a period of about eight months or so.

Q. You don't know, do you?

A. Therefore, during my employment there there was no necessity for lay offs or things like that, and I don't know.

Q. What system did they employ in the Webster Foundry. Was it skill or seniority?

A. In the Webster Foundry it was skill.

Q. What system was employed in the Union Steel Casting?

A. Also skill.

Q. Do you remember any lay offs that occurred in either Webster Foundry or Union Steel Castings while you were there.

A. Yes.

Q. How about Barberton Foundry?

A. Also they were following there by the skill, and in addition to that—well, it is unfair to Barberton; I won't say nothing else. Also according to skill.

1975 Q. How about the International Harvester Company?

A. I was there for a short period of time, say, about six months, and when I left there the plant was still in operation, that particular plant I was working in.

Q. How about Crucible Steel?

A. There was a situation somewhat different, because there was a union, and there was a seniority right applied.

Q. Was that a closed shop, Crucible Steel?

A. As far as moulders were concerned, yes.

Q. Did you belong to the union when you were at Crucible Steel?

A. Yes, sir.

Q. What union did you belong to?

A. International Moulders Union of America.

Q. That is an A. F. of L. union, isn't it?

A. Yes, sir.

Q. What system was employed at the Massillon Steel Company?

A. Well, at that time when I left the plant was in operation. You know, forces were employed.

Q. There was no lay off there?

A. No.

Q. Now, when you made a distinction between an organized and an unorganized plant, did you base that distinction on whether or not the union had a closed shop agreement with the employer?

1976 A. Well, speaking in general terms, I had in mind that fact that what was generally applied in the foundry where there was a union where the moulders were organized, and also in the foundry where there was no union and so to say unorganized moulders and how they would be laid off, see.

Q. Well, the only plant in which you worked that was organized was the Crucible; isn't that right?

A. Of those that I mentioned, yes, sir.

Q. Did you work in any others that you haven't mentioned here?

A. No answer.

Q. You don't want to answer?

A. No, sir.

Q. Any reason for not wanting to answer that question?

A. No answer.

Mr. Reynolds: Obviously the witness must have a reason for not answering any questions directed to him.

Mr. Seyfarth: Well, I hope it is a more sensible one than he gave on direct examination.

I would like to ask the Examiner to order this witness to answer the question.

Trial Examiner McCarthy: No. It would tend to limit his testimony on his experience. His omission of plants in which he had worked would tend to limit the weight or the value of his testimony.

1977 Mr. Seyfarth: That is right.

Mr. Reynolds: The only purpose, Mr. Examiner,—

Trial Examiner McCarthy: But the only purpose as the Examiner sees it is to lay the ground work for the expression of the opinions that he has expressed in this record.

Mr. Seyfarth: Yes.

Mr. Reynolds: To show that he is an experienced moulder; and that is the only purpose of it.

Mr. Seyfarth: And that weight to give that previous experience that the witness has had.

Mr. Reynolds: That is right.

Mr. Seyfarth: And, of course, it will also enter into the general credibility of the witness due to the fact that he refuses to answer a perfectly simple question.

Mr. Reynolds: No.

Trial Examiner McCarthy: Not the credibility; I don't think so.

This is off the record.

(Discussion off the record.)

Q. (By Mr. Seyfarth.) Now, the only place that you worked that had the closed shop was the Crucible Steel Company then?

Trial Examiner McCarthy: Excuse me just a minute. That discussion was off the record, Mr. Reporter.

Q. (By Mr. Seyfarth.) Is that right, Mr. Bozurich?

A. As I said before, out of those that I mentioned.
1978 Q. That is the only plant that had the closed shop?
A. Of those that I pointed out here now, yes.
Q. Of those that you have pointed out the Crucible Steel Company is the only one that had the closed shop?
A. Yes. That is, as far as moulders is concerned, but not a closed shop in its full term of meaning, you see.
You see, as far as the American Federation of Labor is concerned, the moulders have our own agreement with the company and helpers and laborers are not involved into that.
Q. Well, you are talking about lay offs of moulders when you tell what ought to be done here at the Link Belt Company, aren't you?
A. Yes, sir.
Trial Examiner McCarthy: As affecting his case.
Mr. Seyfarth: That is right.
The Witness: As far as my case is concerned.
Q. (By Mr. Seyfarth.) Now, I ask you again is the Crucible Steel the only company that you have testified to here where the moulders had a closed shop?
A. Yes, sir.
Q. And they were the only company you deemed organized; is that right?
A. What do you mean by my deemed organized?
Q. Well, you said when I asked you that the Crucible Steel Company was the only one that was organized
1979 as distinguished from an unorganized shop.
A. Yes, sir.
Q. In other words then, when a shop is organized you mean that it has the closed shop, don't you?
A. Well, in this case it was as far as we moulders are concerned.
Q. Well, you are limiting your testimony here regarding the Link Belt Company to your experiences as a moulder, aren't you?
A. In this case only as a moulder.
Q. Yes. So then when you say that a shop is an organized shop it means that it has got a closed shop provision in a contract with the employer and the employee; isn't that right?
A. Well, just speaking from my experience in this particular shop where we moulders were involved. Now, whether that is a generally applied rule, closed shop, or some other meaning is made, I won't go into that.

Q. But your experience is limited to closed shop provisions regarding organized employers—or I mean concerning an organized shop; isn't that right?

The Witness: Can you repeat it, because it is somewhat long?

Trial Examiner McCarthy: Will you read the question?

Q. (By Mr. Seyfarth.) Your experience here that you have testified to is confined to an organized shop that has a closed shop provision.

1980

A. What do you mean by my experience?

Trial Examiner McCarthy: You mean since 1916?

Mr. Seyfarth: Yes, the experience on which he is basing his testimony here.

Trial Examiner McCarthy: I understand that most of his experience was in unorganized shops.

Mr. Seyfarth: Yes, but there was one—

Trial Examiner McCarthy: Crucible Steel was the only one that was organized.

Mr. Seyfarth: Crucible Steel was an organized shop.

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: He has attempted to distinguish, if the Examiner pleases, between the organized shop and the unorganized shop.

Trial Exabiner McCarthy: I understand that.

Mr. Seyfarth: I am trying to bring out that his experience with organized shops is merely limited to the Crucible Steel Company where there was a closed shop provision, and hence, when he is referring to the term "organized shop" he is referring to a shop where there is a closed shop provision.

Q. (By Mr. Seyfarth.) Now, is that the fact, Mr. Bozurich, that your experiences with organized shops have been confined to shops where there has been a closed shop provision?

1981

A. It would be confined to that particular shop I mentioned along those that are listed here, and also as a member of the union.

Trial Examiner McCarthy: I think the point of this is this; that he might have had experience in other shops that were organized and that haven't been named.

Mr. Seyfarth: But those are ones that he refuses to answer questions on.

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: Yes. Well, I tried to limit my questions so that—

Trial Examiner McCarthy: Well, I think we better go on to another point.

Mr. Seyfarth: Well, if that is agreed with the witness. It is very important in my cross-examination of him, if it pleases the Examiner.

Trial Examiner McCarthy: You may proceed.

Mr. Seyfarth: Well, is that the fact, Mr. Bozurich? Answer yes or no.

Trial Examiner McCarthy: What is the question again, please, Mr. Reporter?

(Question read.)

Trial Examiner McCarthy: In other words, the 1982 gist of what the question is, was Crucible Steel a closed shop plant?

The Witness: As far as we moulders are concerned.

Trial Examiner McCarthy: That is the answer.

Q. (By Mr. Seyfarth.) Now, any shop that hasn't got a closed shop provision is then an unorganized shop, isn't it?

Mr. Reynolds: I object on the ground that there is nothing in the testimony so far to indicate that that answer is called for.

Mr. Seyfarth: That is merely an inference from the last answer that the man gave, if it pleases the Examiner.

Trial Examiner McCarthy: I think that is possible, but the witness testified on direct that where a shop is organized, according to my understanding of his testimony, the workers have a basis of discussion or a strength in their discussion with the management; in unorganized shops that is not so. That is my understanding of his direct testimony, and pursuing it along devious ways I don't think will add very much to it.

Mr. Seyfarth: Well, let me continue my questioning a little further and maybe we can straighten this out.

Q. (By Mr. Seyfarth.) Now, when you were laid off was it your understanding, Mr. Bozurich, that the Link Belt Company was an organized or an unorganized shop?

A. As far as I am concerned and all the moulders 1983 are concerned, I would call it—consider it unorganized.

Q. At that time was the Link Belt Company bargaining collectively with a labor organization?

A. Not that I know of, outside of that bulletin that was posted there on the 22nd.

Trial Examiner McCarthy: April 22nd?

The Witness: April 22nd.

Trial Examiner McCarthy: 1937.

Q. (By Mr. Seyfarth.) That is the bulletin, I take it, recognizing the Independent Union of Craftsmen?

A. Something along that line. I can't give you the specific wording of it.

Q. Yes. So the fact that there was a labor union in existence in the plant with which the company was bargaining collectively didn't to your mind make it an organized shop?

Mr. Reynolds: I object on the ground that the witness didn't say that the company was bargaining collectively with them.

Mr. Seyfarth: He said he saw the bulletin board.

Mr. Reynolds: It had been recognized, but that is no sign there had been collective bargaining.

Mr. Wham: Any doubt about it?

Mr. Reynolds: Sure, I have plenty of doubt.

Mr. Seyfarth: Will you answer the question?

Trial Examiner McCarthy: Will you read the 1984 question again, please?

(Question read.)

Trial Examiner McCarthy: Can you answer that yes or no? Then you can explain your answer.

The Witness: Repeat the question, please. I think I can answer the question.

Trial Examiner McCarthy: Repeat it, please.

(Question read.)

The Witness: No. Now, I can explain.

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: Yes, go right ahead.

The Witness: You see, my experience is that wherever there is workers or moulders, let us say, organized in the foundry, there is a closed shop, if you please, as far as moulders are concerned, the existence of that such particular moulders' union would reflect itself in the day work of the moulders in the plant and also up to the time where there is a lay off and things like that, because I don't know whether the collective bargaining was going on between the Independent Union of Craftsmen and the company or not. I know only that much that an announcement was on the board, but to my knowledge and recollection I didn't feel it on the job.

Mr. Seyfarth: Well, we can not go into the merits of the closed shop in this proceeding.

1985 Trial Examiner McCarthy: Can you get to another point?

Mr. Seyfarth: Yes.

Q. (By Mr. Seyfarth.) Now, it was your understanding, was it, that seniority was not followed in lay offs at the Link Belt Company?

A. Absolutely.

Q. In other words, the lay offs were placed on the basis of the skill of the employee; is that correct?

A. No, sir.

Q. Well, on what basis were the lay offs made, if you know?

A. Well, in my direct testimony as to the seniority right, I believe I failed to mention one more fact from my observation. In between the skill and the union—

Trial Examiner McCarthy: What was that; "In between the skill and the union"?

The Witness: —and the union with reference to the seniority right there is also one other factor, I believe, which plays quite a decisive role during the time of lay offs; and that is the individual standing with the foreman, the foreman being friendly and things like that. So that also operates in an unorganized shop.

Q. (By Mr. Seyfarth.) In an unorganized shop?

A. Yes, sir.

Q. And that is why you thought this was an un-
1986 organized shop at Link Belt Company?

Trial Examiner McCarthy: I think he said that was one of the reasons.

The Witness: One of the reasons, I said.

Q. (By Mr. Seyfarth.) Was it your understanding that the Link Belt Company took skill into account in making lay offs at or about the time you were laid off?

A. No; I mean in the sense that I didn't cite there that the company would select skilled men and say that they would have a priority to unskilled people.

Q. I take it that you are objecting here, Bozurich, because of the fact that you were a skilled man and you were laid off; is that correct?

Trial Examiner McCarthy: A skilled man and had seniority; that is the tenor of his testimony.

The Witness: Yes.

Trial Examiner McCarthy: He pointed out this morning on those exhibits the number of men that he thought he had seniority over; and he was also skilled.

Mr. Seyfarth: He pointed out men in departments other than his own, if it pleases the Examiner.

Trial Examiner McCarthy: That is correct.

Mr. Seyfarth: As I understand his theory it is that he had special training as a bench moulder and hence he thought that he should have been given a job as a bench
1987 moulder when the floor moulding jobs became scarce.

Mr. Reynolds: That is part of it.

Trial Examiner McCarthy: It is clear to the Examiner and the record is clear. I think that we are kind of bogging down on this point.

Mr. Seyfarth: Well, I don't know just what the witness' theory is about this. I wish that I knew, and I would appreciate it if Mr. Reynolds would tell me just what his contentions are. His testimony is so vague in that connection. On direct examination he thought that skill ought to play a greater part and that is why he ought to be kept.

Mr. Reynolds: No, he didn't say that.

Trial Examiner McCarthy: This is off the record.

(Discussion off the record.)

Trial Examiner McCarthy: Let us proceed.

Q. (By Mr. Seyfarth.) Now, you told us about a man by the name of Fred Meyer.

A. Yes, sir.

Q. You say he started as a laborer on the iron floor.

Trial Examiner McCarthy: Will you give the witness a copy of that? Respondent's Exhibits Nos. 6 to 19. 12-A.

The Witness: What was it, 9?

Mr. Seyfarth: 12-A.

The Witness: Yes, sir.

Q. (By Mr. Seyfarth.) You stated that Fred
1988 Meyer formerly worked as a laborer on the iron floor.

A. Yes, sir.

Q. Do you know when he was transferred to the sprocket floor?

A. I couldn't tell you exactly the date, but I think several months, quite a few months after he started on the iron floor.

Q. Do you know the circumstances under which he was transferred to the sprocket floor?

A. According to his own version, I think it was at noon hour sometime ago, at that time he told me that he requested, I don't know whether it was Mr. Skeates or someone, to be given a chance to learn a trade so that he might move in an advancement for himself; to become a mouler, in other words.

Q. Do you know anything about his skill as a sprocket floor moulder?

A. I have never seen him doing it up to the time, and

based on his own version that he would like to learn, that is the right place to give him a chance to start in.

Q. Now, you say C. Ram started as a helper on the iron floor; is that right?

A. No, I didn't bother with him, see.

Trial Examiner McCarthy: He was never on the iron floor?

The Witness: No, he started on the sprocket floor, 1989 I believe.

Q. (By Mr. Seyfarth.) Wasn't there somebody else on the sprocket floor you complained of here?

Trial Examiner McCarthy: Fred Meyer he said was transferred from the iron floor where he was a laborer helper.

The Witness: Yes.

Mr. Seyfarth: Yes, but wasn't there somebody else besides Fred Meyer on that page?

Trial Examiner McCarthy: No, those are the only two that I have marked.

Mr. Seyfarth: Fred Meyer and who else?

Trial Examiner McCarthy: C. Ram.

Mr. Seyfarth: That is the man I am talking about now.

The Witness: C. Ram I mentioned, see, but he did not start on the grey iron floor. I just mentioned the fact that he started on the sprocket floor as a laborer, see, although he is here classified as a moulder, see.

Q. (By Mr. Seyfarth.) He started on the sprocket floor as a laborer?

A. Yes. He came from a taxi driving outfit; that is what he said.

Q. Did he subsequently become a moulder?

A. Well, on the sprocket floor you see how it is.

Trial Examiner McCarthy: Do you know whether he became a moulder?

1990 Q. (By Mr. Seyfarth.) Do you know whether he became a moulder; that is the question?

A. In my opinion, no.

Can I explain?

Q. You don't know?

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: Yes.

Trial Examiner McCarthy: You can explain.

The Witness: Because I say no and he is here classified as a moulder.

You see, the sprocket floor is the job we call the plate work. You see, the pattern is split and it is put on the

plate, see. It actually does not require from the moulder to operate as on loose pattern job work. It is a simplified work, and there is a man who is responsible as a moulder, see. He gets the help; maybe one, maybe two, see; and he shows them how to do those things, and because of the simplification, within a very short period of time he is able to do certain work which a moulder is supposed to do there; but a moulder as a moulder is responsible to see to it that he does the work right, when he closes and finishes the mould. However, how it happened after I left the plant, I can't say.

Q. (By Mr. Seyfarth.) Turning over to 13-A, you mentioned Gust Larson,

1991 A. Yes, sir.

Q. His name appears over here on the iron floor, 7-A. Isn't that the fellow that was laid off the same day you were?

A. I suppose.

Q. Is that the same name, Gust Larson?

A. I know his name is Gust. I don't know the last one, but I suppose it is the same.

Trial Examiner McCarthy: He has got the same clock number.

Mr. Seyfarth: Yes.

Q. (By Mr. Seyfarth.) Now, you were talking about Stanley Zalewa.

Trial Examiner McCarthy: What is the significance of this exhibit? Gust Larson on 7-A, number 1059, he was hired 5-19-36; and the Gust Larson, 1059 on 13-A was hired 11-29-37.

Mr. Seyfarth: They were out of jobs as floor moulders and he was rehired as a laborer.

That is the answer to it, Mr. Examiner.

The Witness: May I offer my explanation?

Trial Examiner McCarthy: I see.

Mr. Seyfarth: He was hired as a laborer on 11-29-37, and he was laid off about three and a half months later, on the bench floor as a laborer.

1992 Q. (By Mr. Seyfarth.) Now, Mr. Bozurich, calling your attention to Stanley Zalewa—

Trial Examiner McCarthy: Just a minute. Did you want to add some explanation to that?

The Witness: Yes.

Trial Examiner McCarthy: You may proceed.

The Witness: You see, if Gust Larson would be recorded on the iron floor, 7-A, hired as a laborer, then that

would be correct, and instead of carrying the title of moulder when he started there should be an indication of that particular date he was turned over or let's say he was given the privilege to be trained as a moulder, you see. Therefore, here he is classified as a moulder from the beginning when he started and here in the shop he turned out to be from a moulder to a laborer, see.

Mr. Seyfarth: That is right.

The Witness: While properly the thing was, or the correct thing was that he started as laborer and let's say five or six months after that he was given a chance on that particular iron floor to break in as a moulder.

And I remember a number of occasions he would laugh himself. He said, "What the hell I know about this?" He had a good idea, because he was a helper, got some idea, and probably the company management see fit that he could be developed into a moulder, see, and give him a
1993 break; therefore, he was shifted, you might say, to start.

That is a confusion there, you know.

Q. (By Mr. Seyfarth.) Now, Bozurich, come back to page 7-A again, will you?

A. I am here.

Q. Now, supposing we did it the way you think it ought to be done. Now, if Gust Larson remained as a laborer there instead of a moulder, would he have been laid off at all on the iron floor?

A. Well, I am now only referring to the moulders as the moulders.

Q. No, let us stick to the laborers now. You wanted them to be laborers. Let us have them remain laborers.

If he remained as a laborer on the iron floor he would still be working there today?

Trial Examiner McCarthy: What are the facts? Where did the man start?

Mr. Seyfarth: He started in as a moulder on the iron floor.

The Witness: No, sir, no, sir.

Mr. Reynolds: Moulder?

Mr. Seyfarth: As a moulder on the iron floor.

The Witness: According to your sheet here.

Mr. Seyfarth: That is right.

The Witness: But what took place in the plant, I am
1994 referring to that thing, and the boys know it.

Mr. Seyfarth: He was a moulder on the iron floor. Mr. Bozurich thinks that he ought to be placed or classified

as a laborer on the iron floor, and if Mr. Bozurich's statement is correct, he wouldn't be laid off today.

The Witness: No, that isn't my statement. I say there should be here an indication that he started at that particular date as a laborer and then later on he started to break in to become a moulder. See the point?

Now, when he started, he started as a laborer, but at the end of it when he was laid off with me he was already in the course of training to become a moulder. I won't call him a moulder, but still he was doing part of the moulding work. That is the point.

Q. (By Mr. Seyfarth.) You are objecting then to his having been given seniority for the short time he was in the department as a laborer?

A. I don't know what you mean by that.

Q. You are objecting because he was not classified as a laborer for a short time while he was breaking in as a moulder?

A. No, I am just pointing out the fact that he was hired as a laborer and at the time when we were both laid off I think I also had seniority right greater than he had, and that my moulding experience in comparison with his—only a few months there he had—well, that gives me also the
1995 priority to him as far the skill is concerned.

Q. Well, weren't the two of you laid off on the same day?

A. Yes, sir.

Q. You and Gust Larson?

A. Yes, sir; that is, if that is his last name. But Mr. Skeates saw you and say, "You and this young fellow, Gust," he said, "you are the newest fellows here."

Q. What are you complaining about Gus for? You and he were laid off at the same time.

A. But, you see, later on he was considered or appeared here to be as a moulder, also tried to learn to be a moulder, and I was a skilled moulder, but, you see, I also had the greater seniority than he had. However, according to seniority right and my ability to work in comparison to his, if there was a necessity for rehiring either one of us back to work, to work on the moulding floor, I thought I was the proper one to be taken first.

Trial Examiner McCarthy: Even if it was as a laborer?

Mr. Seyfarth: No, he said rehired on the moulding floor.

The Witness: Wait a minute, I will come to that now.

Trial Examiner McCarthy: That is what he said.

The Witness: But when he was rehired, you see,—

Trial Examiner McCarthy: He was rehired as a laborer on the bench floor.

1996 The Witness: He was rehired to work in the same capacity that he was doing when he was laid off. But, I might say it frankly, it developed that this thing will take place, and our boys, the members of our union, and also some of the Independent Union, begin to complain. They said, "What the hell is Gust? Neither moulder on seniority right is coming back. That is not right. What is wrong?"

Therefore, because of that he was assigned here as a laborer on the bench, although the facts is according to the reports of the factory.

Q. (By Trial Examiner McCarthy.) Do you know anything about the work he did when he went back?

A. I can tell only as much as the man told me.

Q. Well, what did the man say?

A. They reported that when he got back I believe he was started to work on the same job, the same floor.

Q. Your point is that he has just got a different label in this exhibit; is that correct?

A. That is what it is, you see.

Mr. Seyfarth: Wait a minute.

The Witness: Wait a minute, let me finish.

Then when it became known, I suppose, that our union, and I also personally began to go around the management with the committee to complain against this injustice, demanding my job back, then he was transferred over,

1997 and I think was continuously working, probably with little interruption, with another moulder, you see.

You see, here is the idea.

Trial Examiner McCarthy: I think we have covered that pretty thoroughly.

The Witness: Yes.

Mr. Seyfarth: I think it is demonstrated that the witness doesn't know what he is talking about, Mr. Examiner.

Mr. Reynolds: No doubt more than somebody that's never been out there.

Q. (By Mr. Seyfarth.) You are sure that when Larson was rehired he was doing the same work that he did when he was laid off?

A. Well, that was the—

Q. That is what you were told by somebody up on the second floor?

A. What do you mean by second floor?

Q. Well, isn't the bench floor on the second floor?

A. When I left the bench floor—

Trial Examiner McCarthy: He said somebody told him. He didn't say where.

The Witness: Yes, sir.

Q. (By Mr. Seyfarth.) Isn't the bench floor on the second floor there?

A. Well, I think I said in my direct testimony previously, then they started to move up into the new building, but while I was there, the bench floor was downstairs, you see. If it is now there or anywhere else, I don't know.

1998

Trial Examiner McCarthy: That is all right.

Q. (By Mr. Seyfarth.) Now, Stanley Zalewa who appears on 13-A, the fifth from the top, you state worked on the iron floor before he was shifted over to the bench floor?

A. Yes, sir.

Q. How long did he work on the iron floor?

A. Not very long. Probably maybe a few weeks or so.

Q. He was a moulder in both places, also?

A. No, sir, he was working there as a helper.

Trial Examiner McCarthy: Working where?

The Witness: On the iron floor.

Q. (By Mr. Seyfarth.) How old a man is Zalewa?

A. If this is Stanley that works on the bench—I know his name is Stanley; I suppose it would be Zalewa—oh, he is a young lad. Not too young, but let's say 22, or something like that, years.

Q. Do you know the circumstances under which he was changed to the bench floor?

A. That I don't know, sir.

Trial Examiner McCarthy: Wouldn't it be the most expeditious way to put your witness on the stand and explain how it happened?

1999

Mr. Seyfarth: Yes, I expect to do that, Mr. Examiner.

Trial Examiner McCarthy: I think we are wasting a little time on this. He has indicated what he thought. It might be entirely groundless.

Q. (By Mr. Seyfarth.) Now, just one more. This man Zenon Petrouski over here on page 15-A.

A. Yes.

Q. He is a man you said ran around the shop there with an Independent list getting names signed?

A. Well, that was the name. I knew him under that name, if that is the same party, here see.

Q. Yes. Was he formerly on the iron floor?

A. Not that I know of. I never did mention him in that, in my direct testimony.

Q. What was your complaint about Petrouski; that he was hired after you were and you got laid off before him?

A. You see, my complaint is due to the fact that I am capable or have experience in steel and iron foundries work and the fact that foundries are not divided into so-called departments by sub-divisions of work. Therefore, I feel that if there was a lack of work on my floor, on the grey iron, I have a seniority right and ability to work in another sub-division or line of work or floor; say, the steel floor. That is my contention.

Q. Now when you first came to work for Link Belt
2000 Company, Bozurich, did they have the same sort of lay out in their foundry as when you left?

A. That is right; outside of the fact that after the remodeling was through, then they was beginning to make some sort of rearrangement.

Q. They were putting a sprocket floor up on the second floor; is that right?

A. No.

Q. No; I mean the bench floor up on the second floor.

A. Well, I didn't notice that because I was never on that second floor, you see, after that grand party we had up there, that grand opening, that is all.

Q. But they had the various departments when you began work there as well as having them when you were laid off; is that right?

A. Not the departments to my knowledge, but sub-divisions of work.

Q. You call them sub-divisions of work?

A. Yes.

Q. They had the sub-division of the steel cleaning floor and the sprocket floor and the grey iron floor?

A. That is right, sub-divisions.

Q. Yes.

A. They are known in the foundry as sub-divisions.

Q. As sub-divisions?

2001 A. Yes, sir.

Q. Now, what sort of work do you do best, Bozurich? Are you better at iron moulding, grey iron moulding than anything else? How do you classify yourself; as a grey iron moulder?

A. Well, I can only answer on the basis of my practical experience so far. If I would get a job in the steel foundry

I would work on any type of work that the foreman would order me. Let's say a steel foundry, see.

Q. Yes.

A. Whenever I would get the job, let's say in the grey iron foundry, I was working there to the satisfaction of management in the grey iron foundry. So it just happens so that wherever I do find myself a job, well, wherever the foreman on the moulding floor places me, it is up to him, see, because when you come to the foundry you can't say to the foreman, "Hell, I don't want this work as a moulder; I want this work." You are a moulder and you are considered to be a moulder on the moulding floor. Do the job. It is up to the foreman to assign you the job.

Let's say if the skilled floor moulder would say, "Why, that squeeze, it looks too cheap for me, my ability," and request things like that, or, "I would like to go to a little better class of work;" then it is up to you. He gets the selection.

"I haven't got an opportunity on the iron floor, but
2002 if you want to wait up to that time, well, you can either work on the bench or squeezer machine, to be in the plant, or go home and let me know, come here once in a while, and then on an opportunity I will let you do that work."

See, that is the way it works.

Trial Examiner McCarthy: I think you have covered that.

The Witness: Yes, that is what it is. So I consider myself—wherever I was assigned, I considered myself able to do the work.

Trial Examiner McCarthy: An experienced moulder; does that about sum it up?

The Witness: That is what it is; in steel and grey iron.

Q. (By Mr. Seyfarth.) In any kind of a foundry you are an experienced moulder; no matter what kind of moulding it happened to be, you have the qualifications; is that right?

Trial Examiner McCarthy: He said steel or grey iron. Are there other kinds of foundries?

The Witness: Yes, sir; brass, bronze, aluminum.

Trial Examiner McCarthy: Well, limit that to steel or grey iron.

Mr. Seyfarth: Yes. Will you read the question, Mr. Reporter?

(Question read.)

2003 The Witness: In grey iron and steel foundries.

Q. (By Trial Examiner McCarthy.) The answer is yes?

A. Yes, although I want to add to this this much.

Q. That is enough.

A. There is also known as in the foundry, grey iron and steel foundry, as a loan moulder.

Q. L-o-a-n?

A. Yes.

Q. L-o-n-e?

A. L-o-a-n.

Q. L-o-a-n.

A. This is a very rare case, you see, where this type of moulders. I think there are about—

Q. Indicating that you are not a loan moulder; is that right?

A. I wont' classify myself as a qualified, experienced loan moulder.

Q. Everything but loan moulder?

A. But a loan moulder. Those loan men—

Q. I think that is enough.

A. If it is understood what loaning means.

Q. No, I think that is a proper answer to the question. You said you do everything in an iorn and steel foundry except loan.

A. Loan moulder, yes.

2004 Q. (By Mr. Seyfarth.) So the situation boils down to this, does it, Bozurich; that while you were working for the Link Belt Company you though that you were every kind of a moulder and the Link Belt Company thought that you were a floor moulder.

A. That every kind. You meant—

Mr. Reynolds: I object to that question, if the Examiner please, on the ground that it isn't possible to answer a question like that.

Trial Examiner McCarthy: What do you mean; an experienced moulder? Would the word "Experienced" cover this man's qualifications?

Mr. Seyfarth: What he thought.

Trial Examiner McCarthy: I think we are kind of cutting hairs.

The Witness; That is what it is.

Trial Examiner McCarthy: You will have to get on to another subject.

Mr. Reynolds: What the company thought is not within his knowledge.

Mr. Seyfarth: That is all.
Mr. Reynolds: No further questions.
Trial Examiner McCarthy: Any questions, Mr. Wham?
Mr. Wham: No.
(Witness excused.)

2005 HARRY JOHNSON, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Are you the same Mr. Harry Johnson who testified here before?
A. I am.
Q. Mr. Johnson, at the time you were laid off or discharged I believe you testified that there were two men that you considered as having less seniority than you.
A. There were three men.
Q. Three men?
Trial Examiner McCarthy: Eddie, Pete and Harold McCafferty.
The Witness: That is right.
Q. (By Mr. Reynolds.) Now, where did these three men work before they came into that department?
A. Well, Eddie was hired in that department, but Harold McCafferty and Pete—Harold McCafferty came from the shipping room, and Pete came from the planning room.
Trial Examiner McCarthy: Or the office?
The Witness: The office, planning room office.
Q. (By Mr. Reynolds.) Now, was any explanation of the company's seniority policy given to you at any time?
2006 A. Well, yes. When I was laid off or discharged, that same evening the night boss, the night foreman of the machine shop, Pete Schwan, came to me and told me I was to be laid off that night, and I asked him about the seniority policy. I explained to him that I had been there longer than these three men on days, and he said, well, they came from different departments in the plant; they had been hired before me. So I said, "I thought it was going according to deparments," and he said, "No, it goes according to the day you were hired."

Q. Now, didn't you say that one man was hired after you were?

A. Yes.

Q. Had he worked for the company before that time?

A. No, he hadn't. This Eddie hadn't worked for the company before to my knowledge. He didn't give any explanation of that.

Trial Examiner McCarthy: That is not in that exhibit. It is the machine shop?

Mr. Seyfarth: Boring mill department. It is entitled "D M H."

Mr. Reynolds: Which page is it, do you know?

Trial Examiner McCarthy: The last one. That is not in the foundry.

Mr. Seyfarth: That is not in the foundry.

2007 The Witness: That is the machine shop.

Mr. Reynolds: Is that 19-A?

Mr. Seyfarth: No, 19-A is the pattern shop. This was put in as a separate exhibit.

Mr. Reynolds: I just want to get that Eddie identified a little more.

Mr. Seyfarth: It is Respondent's Exhibit 25 for identification. Would you like to see my copy?

Mr. Reynolds: Yes. I think I have one, but I can't locate it.

Q. (By Mr. Reynolds.) Now, will you look in that list and see if you can find the Eddie that you have reference to?

A. I think it is this Eddie, E. Behounek.

Q. Behounek?

A. Behounek, I think that is the one. I am not positive as to that.

Q. He is a man that is described as being injured?

A. Injured, yes. I remember that.

Q. Well, could he perform his work at the time you were laid off or discharged? Was Behounek working at that time?

A. I am not sure. I think he was off on account of an injury to his eye at that time.

Q. But you know that he did come back to work after that?

A. I understand he is back there.

Q. Do you know what he did prior to the time he

2008 started working for Link Belt?

A. No, I don't think so. From what he told me, he said he had worked in another machine shop somewhere.

Trial Examiner McCarthy: That is not material.

Q. (By Mr. Reynolds.) Now, had you worked on any other jobs in this department besides the small mill?

A. I worked on large boring mill.

Q. The large boring mill?

A. The large mill.

Q. Had you worked on any other job in there?

A. I worked on all the jobs in the small mills, I worked on the roller machine.

Trial Examiner McCarthy: That is not classified here.

Mr. Reynolds: Roller machine.

The Witness: That is in "D M H."

Trial Examiner McCarthy: Will you show him that exhibit?

Mr. Reynolds: Yes, I will.

Q. (By Mr. Reynolds.) Who does the rolling machine work now, do you know?

A. Well, the last I knew it was Ed Blewett, I think. Let's see if that is right. I don't see that here.

Q. Now, what is the fact about whether men in this boring mill department are transferred about to dif-

2009 ferent jobs from time to time?

A. Well, you get all the different jobs on the same machine, if the machine is large enough to handle that job. If the job is too big, it is sent to the larger boring mill.

Mr. Reynolds: I believe that is all.

Mr. Seyfarth: No cross.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Reynolds: Board rests.

Mr. Wham: I would like to put on Mr. Linde again for a question or so.

Mr. Linde.

GEORGE LINDE, a witness recalled by and on behalf of the Intervener, Independent Union of Craftsmen, being previously duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) Your name is George Linde?

A. Yes, sir.

Q. And you testified here before, didn't you?

A. Yes, sir.

Q. Do you know how many employees of the Link Belt Company has been laid off since April, 1937?

Trial Examiner McCarthy: How would this witness know? Is he testifying as a respondent's witness or 2010 for the Independent Union?

Mr. Wham: For the Independent.

Q. (By Trial Examier McCarthy.) Are you in a position to know?

A. Just from the testimony that was given here.

Trial Examiner McCarthy: Well, that answers it. If he knows of his own knowledge and it is part of his work, that is one thing.

Q. (By Mr. Wham.) Well, isn't it general knowledge out there?

A. It is general knowledge, yes, sir.

Q. (By Trial Examiner McCarthy.) There has been a lay off?

A. Yes, from the lay off—I happen to know that when we organized out there, the approximate numbers, and the approximate number that has been laid off; but the exact number—

Q. What work do you do in the plant?

A. I am in the planning room.

Q. You have nothing to do with employment?

A. No, sir.

Trial Examiner McCarthy: Well, Mr. Staskey can give that information much more accurately, I think, if you want to bring that out.

The Witness: It was given here in the testimony.

Trial Examiner McCarthy: Well, it is in the record 2011 then and it doesn't need to be repeated.

Q. (By Mr. Wham.) Well, isn't it the fact that there has been around 250 laid off since the middle of August

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) You know that only by hearsay?

A. Yes, sir.

Trial Examiner McCarthy: Strike that, Mr. Reporter.

Q. (By Mr. Wham.) Do you know what part of this 250 that has been laid off belong to the Independent Union?

A. Yes, sir.

Q. What number?

A. According to the secretary of Local No. 1, he gave me the information that 198 of the total number laid off

belonged—were members of the Independent Union of Craftsmen.

Q. Do you know how many that leaves out there eligible to belong to the Independent Union?

A. Well, with the approximate lay offs that would leave around between 700 and 725 that were eligible to be members.

Trial Examiner McCarthy: That is, eligible now?

Mr. Wham: Yes.

Mr. Reynolds: That are not members that are eligible, you mean?

Mr. Wham: No, including those who are members.

Mr. Reynolds: That is meaningless.

2012 Mr. Wham: What is that?

Mr. Reynolds: I don't see any purpose to that.

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Wham.) At the time you came to my office, April 17, 1937,—that was on a Saturday—was anything said about the shop union at that time?

A. Yes, sir. You explained to us—you asked us first if there was any kind of a set-up of any kind, and we explained to you that which had been in existence there for a year and a half or so, two years.

Trial Examiner McCarthy: You are referring to the Employees' Board?

The Witness: To that Employees' Representation Board.

Q. (By Mr. Wham.) And did I give you any advice at that time?

A. Yes, sir. You said that since the confirmation of the legality of the Wagner Act, that the Board was null and void and had no meaning whatsoever; we should—

Q. Did I give you any advice in connection with it?

A. You told us that we should have it abolished formally, because it was meaningless.

Q. Did you impart that information to any members of the Employees' Board?

A. Yes, I did. We got together on the following Sunday afternoon, and in our discussion—

2013 Q. You mean the next day?

A. The next day, yes. It was Sunday. We got talking ways and means and I mentioned to Mr. Froling who was in that group, I said, "Ray, by the way, Mr. Wham told us that this board has no meaning or anything and you ought to close its books."

And he said, "I will call a meeting tomorrow—" that was on a Monday "—to do so."

Mr. Wham: That is all.

Mr. Seyfarth: No cross.

Mr. Reynolds: No cross.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Trial Examiner McCarthy: We will take a five minute recess.

(A short recess was taken.)

WILLIAM PETERS, a witness recalled by and on behalf of the Respondent, Link Belt Company, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) What is your name?

A. William Peters.

Trial Examiner McCarthy: He has already been sworn.

Mr. Seyfarth: Yes.

2014 Q. (By Mr. Seyfarth.) You testified here previously, Mr. Peters, did you not?

A. Yes, sir.

Mr. Seyfarth: Will you mark this chart Respondent's Exhibit 30 for identification?

(Thereupon, the document above referred to was marked as Respondent's Exhibit No. 30 for identification.)

Mr. Seyfarth: Will you mark this exhibit, entitled "Mike Karbol," Respondent's Exhibit 31 for identification; and this exhibit, entitled, "Nick Cumorich," Respondent's Exhibit 32 for identification?

(Thereupon, the documents above referred to were marked as Respondent's Exhibits Nos. 31 and 32, respectively, for identification.)

Q. (By Mr. Seyfarth.) Showing you Respondent's Exhibit 30 for identification, Mr. Peters, will you state just in a few words what that chart represents?

A. That is the—

Trial Examiner McCarthy: Just a minute. Will you show it to the other counsel and then go on with the testimony?

Mr. Seyfarth: Yes.

Trial Examiner McCarthy: Proceed.

Q. (By Mr. Seyfarth.) What is it, Mr. Peters?

A. I spoke about manits, and this is the chart that
2015 the Haynes Corporation set up on cleaning and grinding times in our foundry for a bonus payment plan.

Q. It set forth the manits required in certain jobs; is that it, Mr. Peters?

A. Yes. The jobs are classified.

Trial Examiner McCarthy: May I see it?

Q. (By Mr. Seyfarth.) You have used that Chart, have you, on many occasions?

A. Yes, we use it right along.

Q. Now, have you found it true and correct in determining manits?

A. Yes.

Q. Will you tell in just a few words what Respondent's Exhibit 31 for identification is?

A. Well, this is a sort of a recap sheet that you asked me to make up.

Q. Who is it on?

A. It is on Mike Karbol in comparison with Mike Karbol and about five other men doing the same class of work.

Q. Will you tell us what Respondent's Exhibit 32 is?

A. This is a recap on Nick Cumorich.

Q. Referring to Respondent's Exhibit 31, will you tell the manit loss on Mike Karbol?

Trial Examiner McCarthy: How do you spell that?

Mr. Seyfarth: M-a-n-i-t. It means man minutes.
2016 Isn't that right, Mr. Berry?

Mr. Berry: Yes.

The Witness: Just the loss?

Q. (By Mr. Seyfarth.) Yes, list the losses.

A. $43.34.

Q. On a total of how much?

A. On a total of $115.89 worth of work.

Trial Examiner McCarthy: One hundred and fifteen dollars?

The Witness: Yes, sir, and 89 cents.

Q. (By Mr. Seyfarth.) Now, in comparison with the other men in that department will you state what is the fact regarding the manits? Was there a loss or a gain?

A. Well, there was a gain.

Q. Of how much?

A. A gain of about 28 per cent.

Q. And what was the percentage loss in Karbol's case?

A. 37 per cent.
Trial Examiner McCarthy: 37?
The Witness: Yes.
Trial Examiner McCarthy: Let me look at that.
The Witness: Yes, sir.
Q. (By Mr. Seyfarth.) Will you explain in just a few words what the situation was regarding Nick Cumorich?
A. Well, Nick Cumorich was hired as a chipper and grinder, but we put him on as a laborer until we had an opportunity for him to go at his trade or occupation. When the opportunity arose we put him on as a chipper—or a grinder, rather.
Q. Speak loudly.
What does your recap on manits show?
A. On manits. Well, a 47 per cent loss.
Mr. Seyfarth: 47 per cent loss. You may cross examine. I presume you want those exhibits?

Cross-Examination.

Q. (By Mr. Reynolds.) Now, how do you know that the four or five men that you compared with Mike Karbol did the same kind of work he did?
A. By the time cards.
Q. It is a fact, however, is it not, that the work these men are assigned depends upon the wishes of the foreman?
A. It depends upon the wishes of the foreman? Naturally, to a certain extent.
Q. And the foreman can give them clean castings or dirty castings to work on as he desires?
A. He could if he wanted to, if he was that kind of a foreman.
Q. (By Trial Examiner McCarthy.) How many other men were used in the comparison with Mike Karbol?
A. I think it was five. And there is no comparison on Cumorich. I couldn't find any.
Q. (By Mr. Reynolds.) How many other men were there in there that might have been compared with him?
A. Not very many. Let's see.
Q. (By Trial Examiner McCarthy.) This is his loss as a grinder—
A. Yes, sir.
Q. —and chipper?
A. No, I don't think there is any grinding or any chipping in there. There might be. I doubt it very much.

Q. (By Mr. Reynolds.) How many other men would you estimate there were that no figures were taken from?

A. I doubt if there was over two. These five men are not the same men. They are taken from the entire group. I didn't check the number of the men they were taken on. I was taking a guess at it. But they were taken from the entire group of men in there.

Q. Do you happen to know what the fact is with regard to the rate of pay that these different men receive? How did Mike Karbol's rate of pay compare with the others?

A. Well, in some cases it was the same, and in some cases a little bit higher. Some of the men that I have taken rates off was about the same as Karbol, and some of them may have made 5 or 6 cents an hour more.

Q. Karbol was on a piece rate?

2019 Q. (By Trial Examiner McCarthy.) Five cents an hour is about a 10 per cent difference, though, isn't it?

A. Yes, sir.

Q. So in that respect on Karbol, instead of a loss of 37, it might get down to around 25 per cent, on that basis? In other words, you apparently are comparing unequal things; isn't that correct?

A. Well, no.

Q. Would you mind explaining this exhibit a little more fully? "Time taken."

A. This is the time taken.

Q. This is Mike Karbol?

A. Yes.

Q. I notice the hours for Mike Karbol, you have 289.

A. 289½ hours.

Q. So that was the hours taken?

A. Yes.

Q. You allow him 210?

A. 210 hours.

Q. Here you allow these fellows 256 hours at 55.

A. Yes.

Q. What is the difference there?

A. Well, this is the amount of time taken or rate on the job, and this here is the rate on the job.

Q. Would it be possible to compare the same

2020 rates? You see, it is pretty difficult for a man who isn't familiar with the foundry business.

A. Yes, I understand. It is.

Q. Well, in other words, that exhibit doesn't exactly with precision reflect Mike Karbol's capacity with the five other men then, does it?

I can see if you allow six men the same number of hours to do the same kind of work and Mike falls down in that—I can see that comparison; but when you allowed Mike on his kind of work 210 hours and you allowed five men you compared him with 256 hours, it is not clear to the Examiner.

A. Well, it may be that there was more jobs taken into consideration here than here. That might be.

Mr. Seyfarth: Mr. Witness, is that just an average? It doesn't represent just exactly how much work was done? There might have been more pieces of work to do in that period; isn't that right?

The Witness: Oh, yes, yes.

Trial Examiner McCarthy: How does that work?

Mr. Seyfarth: So the all over average is the same, isn't it?

The Witness: Yes. You see, on these jobs there the men may have—

Trial Examiner McCarthy: Keep your voice up so that the reporter can hear.

2021 The Witness: O. K. (Continuing.) — ten or fifteen pieces on a ticket, and the next man may only have one piece, and the next man have five pieces.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Couldn't you get an illustration of where Mike would have ten pieces or manits and another man would have ten pieces or manits?

A. That is pretty hard to do.

Q. Well, maybe a small variation.

A. We have some here.

Q. Where does the average come in here? Respondent's counsel referred to the average. Where does the average come in on this particular exhibit?

What you have to bear in mind is the fellows who review this record, read this record. To you perhaps, it is very clear, but to a man who is not familiar with rate making in a foundry, you will have to go into rather extensive detail.

Where is the average in there that you speak of? It works out on an average, as I understand counsel to say.

A. Well, in some of these cases—
Q. Now you are referring to the allowed time of 210?
A. 210 minutes.
Q. Or hours?
A. Yes.
2022 Q. Hours. All right.
A. In some cases there may be one or two jobs in there, maybe three jobs that he has made money on; that is, he has made his bonus. Do you follow that?
Q. Counsel for the respondent said that on an average that would work out. Will you show me how it works out on an average by citing for the record just where the average is in that exhibit?
A. The average worked out?
Q. Put it this way. Why is that exhibit a fair comparison of Mike Karbol's work with the five other men with whom you were comparing him?
A. Because they were doing almost identical work.
Q. The number of pieces the same?
A. No, not the number of pieces. It would be hard to get a comparison on the number of pieces, because in almost any job in a foundry, there may be one piece or ten pieces. It is awful hard to get two jobs of ten pieces alike.
Mr. Seyfarth: There are approximately 60,000 patterns that they have there, Mr. Examiner. It is not necessarily the number of pieces that are worked on, because according to the chart each particular piece is rated differently. Isn't that right, Mr. Berry?
Mr. Berry: Yes.
Trial Examiner McCarthly: These are Haynes
2023 Corporation rates?
Mr. Berry: Haynes, yes.
Q. (By Mr. Reynolds.) There are different piece work rates too, aren't there, on different jobs?
A. Different piece work rates?
Q. Yes.
A. Naturally, depending on the job.
Q. Well, are all the piece work rates identical in that exhibit?
A. I have got them divided in manits, piece work and day work.
Q. Were the rates that were applied to these other five men identical to those that Mike Karbol worked under?
A. Practically so.
Q. Practically; but what is there to show?

A. There may be two-tenths of a per cent different.

Q. (By Trial Examiner McCarthy.) That wouldn't be enough to vary the accuracy of the exhibit?

A. Not the accuracy, no, sir.

Q. Will you tell us just how you prepared that exhibit? Perhaps that will elucidate it.

A. Well, I have taken all the time that I could find on Mike Karbol.

Q. How much time did you take; one night's or one week's or one month's?

2024 A. No, it is a period of between six and eight months.

Q. Yes.

A. And then I have gone back and tried to obtain a like job that was done by other men.

Mr. Seyfarth: By how many other men, Mr. Peters?

The Witness: Maybe five or six. I don't recall.

Mr. Seyfarth: Yes.

The Witness: They were scattered throughout the plant.

Mr. Seyfarth: During the same period that you took Mike Karbol's?

The Witness: Yes.

Q. (By Trial Examiner McCarthy.) The same length of time. The same period wouldn't have any bearing, but the same length of time.

A. Yes, the same length of time and the same period; I tried to get both of them.

Q. Then what did you do?

A. I took my time cards and took these figures.

Q. Have you got a time card here?

A. Yes, sir.

Q. What does that time card show? Just explain for the record.

A. All right. The order number, the item number, the number of pieces, and the general description of the casting, the routing.

2025 Q. Just give the items that bear on this.

A. Bear on this case?

Q. On this rate.

A. You see, the number of pieces finished and the rate and the man number.

Q. Is that rate paid by the piece?

A. Yes, sir. And the time taken.

Q. Time required for him to fill that?

A. No; the time taken. The time it would take him to perform it.

Trial Examiner McCarthy: Do that job.

Did you get that, Mr. Reporter?

(Answer read.)

The Witness: Yes.

Trial Examiner McCarthy: You will have to speak so the reporter can hear you.

Would it be possible to attach that time card right to the exhibit?

The Witness: Yes, sir.

Mr. Seyfarth: Mr. Examiner, I believe it might be convenient at this time to withdraw—well, it won't be necessary to withdraw. I just won't offer into evidence all of those time cards because it would clutter the record, but if you will take one of those here and attach it to those recaps, I think that would suffice.

2026 The Witness: Do you want one for each man?

Trial Examiner McCarthy: No, one will be enough, and we will know from the record that the same illustration applies to both cases.

Q. (By Trial Examiner McCarthy.) Well, have you explained how that exhibit has been constructed? Now, with this before me, with the time card in front of us, what happened?

A. This is the piece work here. This is 1242, Mike Karbol. He has finished eight pieces with the rate of ten cents and seven mills, which make 85 cents and 6 mills; and he has taken three hours and a half to complete it.

Q. Yes.

A. So I have taken this figure here—

Q. Well, recite the figures for the record.

A. I thought I did.

Q. Yes, but you are just pointing to it now. Read it into the record.

A. Eight pieces at ten cents and seven mills apiece. It gives you a total of 85.6 cents; and then as time, three and a half hours.

Q. Shown on the reverse side?

A. Shown on the reverse side.

Q. Then what do you do?

A. That is his time to complete the job.

Q. That particular job?

2027 A. Yes, sir.

Q. Now, you took jobs of this character over a period of six to eight weeks?

A. Yes, sir.
Q. And you totalled the figures?
A. Yes, sir.
Q. Where does that total show up on this exhibit?
A. This here (indicating).
Q. Under piece work?
A. Piece work.
Q. What is the number?
A. Right here. This is what he was paid and these are his piece work rates.
Q. He was paid $81.19?
A. Yes.
Q. And his piece work rate was—
A. $41.34.
Q. Resulting in a loss to the respondent of $39.86?
A. Yes.
Q. You better explain this (indicating).
A. That gives you a 96 per cent loss here, and a 37 per cent loss on the manits.
Q. A 37 per cent loss on your manits?
A. Yes, sir.
Q. Will you define for the record what manit is? 2028 M-a-n-i-t.
A. A manit is nothing more or less than a minute. It is a trade name used by the Haynes Corporation on their bonus plan.
Q. Now, going back to Respondent's Exhibit 31, will you explain just how the manits were applied?
A. Total time taken on the jobs.
Q. Over this six to eight week period?
A. Over this six to eight week period. I figured it all up and it made a total of 289½ hours, and I used a rate of 55 cents.
Q. Where did you get that rate?
A. That's about his average rate. It won't make any difference, your percentages remain the same so long as you use the same rate. Which gave me a total of $159.23.
Q. For the manits—
A. For the manits.
Q. —that it took Mike Karbol to perform those jobs in that six or eight week period?
A. Yes. And then his allowed time was 210.7 hours, which, at 55 cents an hour, would give you $115.89; making a loss of $43.34.
Q. For the six or eight week period?
A. Yes, sir.

Q. Now, was there an out of pocket loss to the respondent—

2029 A. No, sir.

Q. —except the item of overhead? I think that was discussed here.

Actually there was no out of pocket loss on that man in the sense that you paid cash for something that you didn't receive?

A. Well, naturally we lost. If a job was rated at a certain rate and the man don't make his rate, somebody loses.

Q. There is an intangible loss in there?

A. Yes, sir.

Q. But the tangible out of pocket loss did not occur?

A. Well, that is hard for me to say.

Trial Examiner McCarthy: Well, I think that is clarified.

I am sorry to have gone into it in a little more detail, but if those things aren't clear, when you come to try to express it it makes it rather difficult unless you have gone into it like an expert, like you are.

Cross-Examination (Continued).

Q. (By Mr. Reynolds.) Were these other five people besides Mike Karbol night chippers?

A. I don't think any of them worked nights. I doubt it very much.

2030 Q. Isn't it a fact that the night chippers get dirtier work than the day chippers as a general rule?

A. No.

Q. Will you explain the different rates of pay that the chippers receive? There is a flat rate, is there not, on all piecework?

Trial Examiner McCarthy: Will that show up in this exhibit, Respondent's Exhibit 30? Is that the rates?

The Witness: No, these here are nothing more than the manits per hundredweight for the job.

Can I have that question again?

Mr. Reynolds: Will you read it?

(Question read.)

The Witness: I don't understand just what you mean by a flat rate.

Trial Examiner McCarthy: Minimum rate.

Mr. Reynolds: Guaranteed rate.

Q. (By Trial Examiner McCarthy.) Is there a guaranteed rate?

A. A guaranteed rate?

Mr. Reynolds: Yes, sir.

Trial Examiner McCarthy: Can you answer that yes or no, and then explain it?

The Witness: There is a guaranteed rate on manit rating.

2031 Trial Examiner McCarthy: I wonder if you can answer that yes or no and then explain what you mean by the answer?

The Witness: Well, there is no guaranteed rate on piecework, so one is—

Trial Examiner McCarthy: One of the foreman here, I think, testified that there was.

The Witness: Not that I know of.

Trial Examiner McCarthy: Mike McKinney said there was a guaranteed minimum, or Ed McKinney. Mike was paid on piecework and guaranteed a minimum.

The Witness: He always did. I never docked him on piecework.

Mr. Seyfarth: I think they are always guaranteed their hourly rate.

Q. (By Trial Examiner McCarthy.) Well, where does the hourly rate show up on the piece work?

A. This 55 cents here.

Q. That is his hourly rate?

A. Yes. It fluctuated, and I used this as a basis for figuring these.

Q. You used the 55 cents?

A. That is about it.

Q. Does that show up on the time card?

A. I don't think it does. Some of them it does.

Q. (By Mr. Reynolds.) Now, Mr. Peters, refer-

2032 ring to these figures down here 1.02—1.02 is scratched out and over here is 1.07. What is the meaning of those two figures?

A. Well, there is a raise went in there, and we changed it and put the raise in here; scratched this out and put the raise in there.

Q. Is that $1.07?

A. That is 10 cents and 7 mills.

Q. 10 cents and 7 mills. And that is what? What is the 10 cents and 7 mills?

A. That is the rate per casting.

Q. Rate per casting.

Then what is the guaranteed hourly rate?

A. Well, if there was a guaranteed hourly rate, it is his day rate.

Q. What is his day rate then?

A. It may run between—

Q. (By Trial Examiner McCarthy.) Well, can you specify that a little more exactly? Would it show up on that time card?

A. No, it isn't on that time card. I think this man's rate at that time was 56 cents an hour.

Q. Does that show on the time card?

A. It does not show on the time card. I was going through the cards to see if I can find it.

Mr. Seyfarth: Is that rate contained in the company's records, Mr. Peters?

2033 The Witness: Yes, sir.

Q. (By Mr. Reynolds.) Now, is there any way of telling from your records whether there was any difference between the daily rate of Mike Karbol and the daily rate of those you compared him against?

A. I didn't make any such comparison, but they are all in here.

Q. But you said the daily rate didn't show, didn't you, on those cards, labor cards?

A. I mean by man number.

Mr. Reynolds: I see.

Q. (By Trial Examiner McCarthy.) Does the man know what his rate is?

A. Yes, sir.

Q. When is he advised of that; each day or each week or when he is hired?

A. When he is hired.

Q. "We will pay you so much"?

A. So much an hour.

Q. So much an hour?

A. Yes.

Q. Does that apply when he is on piecework?

A. Well, on piecework he has his piecework rate on his card which tells him how much the job pays.

Q. (By Mr. Reynolds.) Now, you have a com-

2034 parison there for Cumorich as well as Karbol; isn't that right?

A. Yes.

Q. Now, with whom was Cumorich compared, the same five men?

A. I didn't compare Cumorich. I had no comparison to make on Cumorich.

Q. I see. He didn't work regularly on one job; is that the reason?

A. He wasn't on that job very long, for one thing. Just as I explained before, he was hired as a chipper and grinder, and we didn't have room for him as a chipper and grinder, so we thought we would hold onto him and when the occasion arose we might give him a chance at grinding.

Q. So he was primarily a laborer?

A. No, sir, he was hired as a chipper and grinder.

Q. (By Trial Examiner McCarthy.) But you never used him as a chipper and grinder; you used him as a laborer, isn't that correct?

A. Yes, up until that time we didn't have any opportunity to use him.

Q. (By Mr. Reynolds.) What do you think he was? Was he a laborer or was he a chipper and grinder?

A. You asked my personal opinion?

Mr. Reynolds: Yes.

Trial Examiner McCarthy: Well, if you don't 2035 know, that is all right.

The Witness: From the extent of his time cards, I don't think he was a grinder.

Q. (By Mr. Reynolds.) Well, he must have been a laborer, then, wasn't he?

A. What?

Q. He must have been a laborer.

A. But he was hired as a chipper and grinder.

Q. But if he didn't do that work he wasn't a grinder, was he?

Trial Examiner McCarthy: He has testified here on the stand, Mr. Peters, that he pushed sand.

Mr. Reynolds: Broke up scrap.

Trial Examiner McCarthy: Broke up scrap and he did a laborer's job.

The Witness: Yes.

Q. (By Trial Examiner McCarthy.) And I think he stated when he was asked at the beginning of his testimony what his job was, he said laborer.

A. Yes, he was laboring, just as I said, waiting.

Q. You said he was hired as a chipper and grinder.

A. Chipper and grinder, yes.

Trial Examiner McCarthy: Well, I hope we can make

out from these exhibits what you intend to convey on them.

The Witness: I hope so.

2036 Mr. Reynolds: I believe that is all.

Mr. Seyfarth: That is all.

(Witness excused.)

Mr. Seyfarth: Mr. Skeets, please.

FRED B. SKEETS, a witness recalled by and on behalf of the Respondent, Link Belt Company, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) You are the same Mr. Skeets that testified here previously?

A. Yes, sir.

Q. By the way Mr. Skeets, is there a guaranteed day rate on these chipping and grinding jobs?

A. Yes, sir. There is a flat day rate that the men are hired under, or the rate they may be carrying.

Q. Now, if a man's day rate is lower, it gives him more of an opportunity to make the bonus on his piecework, doesn't it?

A. He would have an opportunity to make a greater bonus than somebody with a higher rate.

Q. So it balances itself out in the long run, doesn't it?

A. Yes, sir.

Q. Now, calling your attention to Fred Meyer on the sprocket floor, Exhibit 12-A; he was hired as you

2037 will notice on 12-3-36. Where did he first work, Mr. Skeets, if you know?

A. When Fred Meyer was hired he had just been discharged from the army. He told me that he would like to get in the foundry business, or the moulding business, and I hired him as a laborer and put him on the iron floor. After working a few months as a helper or laborer on the iron floor, an opportunity arose where we were running high on sprocket business, and we transferred him to the sprocket department and broke him in as a sprocket moulder, and he has been a sprocket moulder for the last several months.

Q. Now, how long was he on the iron floor?

A. Oh, I should say about three or four months.
Q. Has he been doing moulding ever since?
A. Yes, sir.
Q. Is he a pretty good moulder, Mr. Skeets?
A. You generally rate a moulder by the scrap he makes; and his scrap is low.
Q. Now, do you know C. Ram who appears fifth from the top on Exhibit 12-A?
A. Yes, sir.
Q. Where did he start in at?
A. Charlie Ram started in as a laborer on the steel cleaning room. He worked on the annealing ovens.
Q. Did he ever start in on the iron floor?
A. No, sir, he never worked on the iron floor.
2038 Q. How long was he on the steel cleaning floor?
A. Well, he was down there—I just don't remember how long. Maybe five, six months. Probably longer than that.
Q. Did he, like Larson, request a change?
A. Yes.
Q. Did you have an opportunity at that time to put him on the sprocket floor?
A. He asked particularly to be. He said that he thought he was capable of learning the business and had been probably talking with some of the fellows on the floor that told him they had a lot of work ahead of them, and he asked if he could be transferred onto the sprocket floor, and he would like to learn the business, and I transferred him.
At that time you just couldn't hire or buy moulders. They weren't on the market, and we had to make them, and the same condition would exist today if the industry was busy.
Q. Now, turning to page 13-A, or rather Exhibit 13-A; you will notice Stanley Zalewa, fifth from the top.
A. Yes, sir.
Q. Did he ever work on the iron floor?
A. Yes, sir, he started in as a laborer.
Q. About when did he start as a laborer?
A. Well, this date of 7-7 is when he started as a laborer.
Q. And how long did he work as a laborer on the iron floor?
2039 A. Oh, three, four, five months probably.
Q. Did he request a change?
A. Yes, sir.
Q. You then transferred him over to the bench floor; is that right?

A. Yes, sir.

Q. How is he doing over there on the bench floor?

A. The work that he is making, he is getting along very well.

Q. Now, calling your attention to Joe Thomas, the seventh from the top on the bench floor.

A. Yes, sir.

Q. Where did he start working?

A. He started in as a laborer on the floor, iron floor.

Q. How long did he work as a laborer on the iron floor?

A. We generally keep these fellows—we had a point in mind that we had to build up our moulding crew. We were busy, we were working overtime. And with three or four months around the foundry, a man gets a great deal of experience, and when he applies for an opportunity to go into one of the departments as a moulder, we will shift him in there and start working on him.

Q. I notice that these changes from the iron floor were made, oh, in the latter part of 1936; from the middle to the latter part of 1936. Is that when your business was
2040 exceptionally good?

A. Yes, sir, we were working overtime.

Q. What is the fact with reference to whether or not you were starting a good number of these fellows as laborers over on the iron floor?

A. We practically start most of the laborers that we hire on the iron floor, because there is a great deal of work to be done there, a lot of cleaning up. It is the center bay of the shop. The furnaces are located in that section, and that is where we generally start our laborers, and as we move laborers out, we move them from there.

Q. Now, calling your attention to Exhibit 14-A. Bozurich testified that some of those fellows down there as machine molders hardly knew how to handle a sand shovel. What is the fact about that? What kind of men are there as machine molders there in that department? Have you got anybody that is not efficient to your knowledge?

A. "Bill Splits" is the foreman of that department, and I think he is very efficient, capable of developing some very good moulders. Some of these men have been down there since 1920.

Q. Is he rather exacting in his relations with the men?

A. Yes, sir.

Q. Now, calling your attention to Exhibit 15-A, the fourth from the top of the floor molders, Zenon Petrouski.

2041 A. Yes, sir.

Q. He has been characterized as a young man. Do you know whether or not he is married?

A. Yes, sir, he is married and has a child, and just shortly before I had to lay him off for shortage of work he came to me and wanted to know if the company could make another loan to him; that he expected a second one. So he is not such a boy.

Q. It has been rather difficult to lay off some of these fellows, hasn't it, Mr. Skeets?

A. It is the hardest job I have ever had.

Q. Now, in connection with these transfers from the grey iron floor to the various moulding jobs in the other departments, were any of them made because any of the transferees had any particular union affiliations of any kind?

A. Absolutely not.

Q. I notice that some of them, as I stated, were made in the middle or the latter part of 1936. At that time was there any reason for any particular union affiliates there as far as you know?

A. No, sir.

Mr. Seyfarth: Cross-examine. By the way, one more question, Mr. Reynolds.

Q. (By Mr. Seyfarth.) Did the night chippers get dirtier work, shall we say, than the day chippers?

2042 A. I should say that there was no difference. All foundries have dirty castings, and we hate like hell to have those things.

In my opinion the dirtiness of a casting is probably more responsible to the method of pouring and the condition of the sand than it is the skill of the moulder, and work which would be left over for the night chippers to do or the night crew had probably had more time to be tumbled in the tumbling barrels, and probably would be in a better condition than those for the day chippers.

Mr. Seyfarth: Cross-examine.

Cross-Examination.

Q. (By Mr. Reynolds.) Why didn't you start some of these iron floor laborers who came to you and asked to be transferred, to be made moulders—why didn't you start them in as moulders on the iron floor?

A. Well, at that particular time we did not have the place to work them. We were very busy and the space was

cramped. It is better to have a little experience on the other floors. Take on the bench floor or sprocket floor, the work is probably not as hard to learn to start with.

Q. Now, didn't Mr. Bozurich at the time you laid him off request a change to one of the other moulding floors?

A. No, sir.

Q. Didn't he ask you why some of those men were 2043 left there and he was laid off?

A. No, sir, he did not.

Q. You didn't ask him whether he wanted to work on one of the other floors, did you?

A. No, I didn't.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Seyfarth: I would like now to offer in evidence, if it pleases the Examiner, Respondent's Exhibits 1 to 20, both inclusive, and for the purposes of the record I would like to state that Respondent's Exhibits 21, 22 and 23 are various packs of labor cards which are rather bulky, and I am not going to offer them in evidence.

Trial Examiner McCarthy: Are those the exhibits referred to by Mr. Peters?

Mr. Seyfarth: By Mr. Peters. And instead I would like to identify the one labor card which is attached to the two exhibits as Respondent's Exhibit 33 for identification.

Trial Examiner McCarthy: What is that?

Mr. Seyfarth: Respondent's Exhibit 33 for identification will be the one labor card.

Trial Examiner McCarthy: Well, you have already got them under 21, 22 and 23.

Mr. Seyfarth: I am not going to offer them in evi- 2044 dence, you see.

Trial Examiner McCarthy: Well, just a minute. What number are you giving this?

Mr. Seyfarth: I am giving the card here Respondent's Exhibit No. 33.

Trial Examiner McCarthy: And it is already in evidence as 21, isn't it?

Mr. Seyfarth: I haven't offered it.

Trial Examiner McCarthy: Well, offered or not, is it in?

Mr. Seyfarth: No, it is not in.

Mr. Price: He is not going to offer 21, 22 and 23. That is this bunch of cards that we originally marked.

Trial Examiner McCarthy: Well, our procedure is much more simple than that. If reference is made to an exhibit,

we put it in the record, and I know it is contrary to the usual practice in identification, but we ordinarily don't do it.

Well, go ahead. That is No. 33 then.

Mr. Seyfarth: That is right.

(Thereupon the document above referred to was marked as Respondent's Exhibit No. 33 for identification.)

Mr. Seyfarth: And I also offer in evidence as Respondent's Exhibits 24 to 33, both inclusive, May 2045 the exhibits be received in evidence?

Trial Examiner McCarthy: They will be received.

(Thereupon the documents above referred to heretofore marked for identification as RESPONDENT'S EXHIBITS 1 TO 20, both inclusive, and 24 TO 33, both inclusive, were received in evidence.)

Trial Examiner McCarthy: What are the exhibits from 4 to 20? May I see those exhibits, please? Who testified on these summaries, Mr. Seyfarth?

Mr. Seyfarth: Which summaries?

Trial Examiner McCarthy: From 4 to 20.

Mr. Seyfarth: Mr. Skeets testified as to those.

Trial Examiner McCarthy: Those are the ones he quoted from his notebook?

Mr. Seyfarth: No. That represented a dropoff of the foundry tonnage production.

Trial Examiner McCarthy: All right, they will be received.

Are you introducing the blueprint?

Mr. Seyfarth: Yes.

Trial Examiner McCarthy: It is in for identification.

Mr. Seyfarth: It is in for identification as No. 1.

Trial Examiner McCarthy: It will be received.

Mr. Seyfarth: They have all been received in evidence that I have listed off; these Respondent's Exhibits 2046 1 to 20, both inclusive, and 24 to 33, both inclusive.

Trial Examiner McCarthy: Let me get it. No. 1, blueprint; No. 2, notice of false pay raises. What is No. 3?

Mr. Seyfarth: Notice of dissolution of Employees' Board. No. 4 is summary of the iron foundry.

Trial Examiner McCarthy: I see, I have got it.

Mr. Wham: I would like to make a motion at this time.

Mr. Reynolds: I don't think the case is over with, is it?

Trial Examiner McCarthy: As I understand, it is.

Mr. Reynolds: I want to call back a witness or two.

Trial Examiner McCarthy: Well, in what connection is this testimony? The record is very full and complete, unless it has a direct bearing and vital.

Mr. Reynolds: I want to call back Mr. Kalamarie with reference to the type of work that the chippers get on the night shift.

Trial Examiner McCarthy: Was he a chipper?

Mr. Reynolds: He is in that department. He knows how the work goes.

Mr. Seyfarth: Hasn't he already testified?

Trial Examiner McCarthy: Yes, he has been on the stand twice.

Mr. Reynolds: Yes, but I want him to answer to the testimony of Mr. Peters, who said there was no differ-
2047 ence—or Mr. Skeets, who said there was no difference between day and night production.

Trial Examiner McCarthy: Mr. Skeets testified that the work, if anything, on the night shift was better than the work on the day shift.

Mr. Reynolds: Yes.

Trial Examiner McCarthy: Well, Mr. Skeets is probably better qualified to testify than the worker.

Mr. Reynolds: That is all right, I want Mr. Kalamarie to also testify. I think he may be qualified also.

Trial Examiner McCarthy: If he is not a chipper, apparently it is his observation. It is not material. He is not a qualified witness.

Mr. Seyfarth: He was a laborer and then an arc welder.

Trial Examiner McCarthy: Arc welder, as I understand it.

Mr. Reynolds: Mr. Bozurich, will you take the stand?

Trial Examiner McCarthy: What is the purpose of his testimony?

Mr. Reynolds: To contradict testimony given by Mr. Skeets.

Mr. Seyfarth: Was it covered in his rebuttal testimony?

Trial Examiner McCarthy: He has been on the stand twice. If it is material, why, naturally the Examiner
2048 will permit it to be entered, but we can extend this record quite extensively. What is it specifically?

Mr. Reynolds: It has been going on nine days now, and I think I should be given leave to end up my case in a way that I see fit.

PAUL BOZURICH, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Mr. Bozurich, did you apply to go on another job as a moulder?

A. Yes, I did.

Q. At what time?

A. At the same time when Mr. Skeets came to me and notified me that I would be laid off at that particular time. We were talking about it.

Mr. Reynolds: That is all.

Mr. Seyfarth: That is all.

(Witness excused.)

Mr. Wham: Now, I would like to move, in view of the fact that the complaint says nothing about the C. I. O. majority in April or at any time, I would like to move to strike all the testimony bearing on the majority or supposed majority of the C. I. O., because it is incom-
2049 petent, irrelevant and immaterial.

Mr. Reynolds: I think it is too late to make objections like that now after the testimony is in the record. That is the purpose of making objections during the course of it.

Mr. Wham: I raised the point at the time that Mr. Salmons testified to it first.

Mr. Reynolds: Did you object?

Mr. Wham: I did, and I also asked if the complaint was going to be amended, and I didn't get any good answer on it then, and at the present time I see it has not.

Trial Examiner McCarthy: You mean under 8(5)?

Mr. Wham: Yes. Now, I see that the complaint hasn't been amended.

Trial Examiner McCarthy: Well, there will be no decision on the 8(5) violation.

Mr. Seyfarth: Mr. Examiner, there are some motions made at the end of the Board's case—

Trial Examiner McCarthy: And at the end of the Intervener's case. They are denied.

Mr. Seyfarth: They are denied.

I would like to move at this time that the respondent be dismissed from the complaint and each and every paragraph separately.

Trial Examiner McCarthy: Is that a repetition of
2050 the preceding motion? If it is new, I would be glad to receive it, but if it is a repetition, naturally in denying the motion an exception is granted.

Mr. Seyfarth: Yes, but I would like to make these motions—

Trial Examiner McCarthy: You may.

Mr. Seyfarth: —which I will lump together.

That is, I am moving that the complaint be dismissed as to the respondent, and each and every paragraph thereof be dismissed as to the respondent, on the grounds that the evidence affirmatively establishes the respondent not guilty of the unfair labor practices as charged in the complaint and the various paragraphs thereof.

Trial Examiner McCarthy: The motion is denied.

Mr. Seyfarth: And exception thereto.

Trial Examiner McCarthy: Allowed.

Is that all, gentlemen?

Mr. Seyfarth: I believe that is all.

Trial Examiner McCarthy: Well, we will close the record except for any agreement or stipulation covering a settlement.

Mr. Seyfarth: Very well.

(Whereupon, at 3:55 o'clock P. M., March 23, 1938, the hearing in the above entitled matter was closed.)

2109 BOARD EXHIBIT NO. 2.

BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption XIII-C-303) * *

STIPULATION

It is hereby stipulated by and between the parties hereto that the following facts are true:

Link-Belt Company was incorporated in the State of Illinois on November 13, 1880, as Link-Belt Machinery Company. The name was changed to Link-Belt Company May 28, 1906. Link-Belt Company owns and operates seven plants directly: two in Chicago, Illinois, the 39th Street plant at 300 West Pershing Road and the Caldwell-Moore plant at 2410 West 18th Street; two in Philadelphia, Pennsylvania; one in Alanta Georgia; two in Indianapolis, Indiana. Warehouses are maintained in Los Angeles, Cali-

fornia; Portland, Oregon; Oakland, California; Seattle, Washington; Dallas, Texas; Detroit, Michigan, and Montreal, Quebec. Subsidiaries of Link-Belt Company operate plants in San Francisco, Toronto and Elmira, Ontario, and in Philadelphia, Pennsylvania. Twenty-eight sales offices are maintained by Link-Belt Company throughout the United States and Canada.

At its 39th Street plant in Chicago, Link-Belt
2110 Company engages in complete steel and iron foundry operations in the production of cranes, shovels, draglines, mining conveyers, dumps, washers and driers, handling and preparation equipment for factories and foundries, mine tipples and miscellaneous other steel construction.

The average tonnage production of the 39th Street plant in Chicago under normal conditions amounts to approximately 1,100 tons monthly. Link-Belt Company as a whole employs approximately 5,000 persons. At the 39th Street plant in Chicago approximately 1,200 employees are on the payroll during the peak season and approximately 750 at low ebb.

Raw materials utilized in the 39th Street plant in Chicago consist principally of pig iron and scrap iron, and approximately 90 per cent of all raw materials used in the plant are received by rail from states other than the State of Illinois. Large quantities of scrap iron are purchased from various scrap iron dealers.

Finished products manufacture and assembled in the 39th Street plant in Chicago are shipped principally by rail, approximately 80 per cent to points outside the State of Illinois and approximately 20 per cent to points within the State of Illinois. The finished products are marketed throughout the United States and Canada and other foreign countries through retail outlets, branches, salesmen and central warehouses.

It is further stipulated that either party may offer evidence to establish facts in addition or supplementary to the facts herein stipulated.

Signed at Chicago, Illinois, this 14th day of March, 1938.

National Labor Relations Board
By Stephen M. Reynolds,
Attorney.

Link-Belt Company.
By E. L. Berry,
Ass't. Gen. Mgr.

2111 BOARD EXHIBIT NO. 3.

75th Congress Report No. 46
2nd Session Part 3

Senate

Violations of Free Speech and Rights of Labor

Report

of the

Committee on Education and Labor

Pursuant to

S. Res. 266

(74th Congress)

A Resolution to Investigate Violation of the Right of Free Speech and Assembly and Interference With the Right of Labor to Organize and Bargain Collectively.

Industrial Espionage

November 16 (calendar day, Dec. 21), 1937.—Ordered to be printed, with an illustration

United States
Government Printing Office.
Washington: 1938

Table of $9,440,132.15 Expenditures on Industrial Espionage, Munitioning, and Strikebreaking, 1933-37.

This table showing expenditures of certain selected industrial firms or corporations for labor espionage,[1] industrial munitions, strikebreaking, and plant protection, etc. Said data are compiled from the testimony given or exhibits offered at the public hearings before the committee, from data made available to the committee by the Bureau of Internal Revenue and from other sources. All expenditures listed were obtained from the records of the various companies.

[1] The expression "espionage" is herein used to represent expenditures for detective agency or similar service when so designated by the companies. As the committee was unable to have access to data on payments to all detective agencies, munition firms, and their clients this list should not be considered inclusive, but merely a sample of what certain firms spend for these services.

Excerpt from Page 79.

Figures are shown for years 1933, 1934, 1935, and 1936. Expenditures are identified in left hand-column; 1937 expenditures are indicated separately. Totals are for all years as indicated.

The industrial firms or corporations listed are those which have come to the attention of the committee during the course of its inquiry into espionage, strike-breaking and industrial munitioning. The aggregate of all figures shown on this list is $9,440,132.15.

2112

	Years				
Name and address	1933	1934	1935	1936	Total
Link Belt Co., Chicago, Ill; Espionage	$1,102.94	$1,183.29	$1,372.94	$1,778.84	$5,438.01

Excerpt from Page 85.

2113 BOARD EXHIBIT NO. 4.

Violations of Free Speech and Rights of Labor
Hearings

Before a

Subcommittee of the
Committee on Education and Labor
United States Senate
Seventy-Fifth Congress
First Session

Pursuant to
S. Res. 266
(74th Congress)

A Resolution to Investigate Violations of The Right of Free Speech and Assembly and Interference with the right of Labor to Organize and Bargain Collectively

Part 3

Tennessee Coal, Iron & Railroad Co.
National Metal Trades Assn.
January 14, 15, 21, 22, and 23, 1937

Printed for the use of the Committee on Education and Labor

United States
Government Printing Office
Washington : 1937

Exhibit 415.

List of firms with undercover operatives supplied by N. M. T. A., March 1, 1933

July 31, 1936—Continued

Name & Address of Company	Operative's Number	Rate of Operative's Monthly Guarantee	Monthly Billing Rate to Company	Dates Employed (Inclusive)
33. Link Belt Co., Chicago, Illinois	128	Expenses	Expenses	3/33-7/36

Excerpt from Page 1053

2114

Exhibit 416.

List of special contract operatives employed by N. M. T. A. March, 1933 to July, 1936.

Number	Name	Client	Date employed incl.	Guarantee Rate
128	Link Belt		3/33/7/36	

Excerpt from page 1055

Exhibit 461.

List of Special Contract Operatives Employed by National Metal Trades Association March 1933 to December 1936.

Number	Name	Client	Reports sent to—	Date employed incl.
128	James Causland	Link Belt, Chicago, Illinois	E. L. Berry, Supt.	3/33/7/36

Excerpt from page 1067

2115 **BOARD EXHIBIT NO. 5.**

Employee Representation
in
Pershing Road Operations
of
Link-Belt Company
Chicago

2116 **Constitution and By-Laws**
of the
Link-Belt Employees Board
Pershing Road Plant
Chicago

Preamble

This organization has been formed to enable the Link-Belt Company and its employees to co-operate to the fullest extent in accordance with the spirit of the National Industrial Recovery Act so that the Link-Belt Company management may know the wishes of the employees on all matters pertaining to them, such as wages, hours of work, working conditions, beneficial societies and safety measures. All employees not in an executive capacity in both shop and office shall be represented. This board will share with the management in the responsibility for and the conduct of employee activities and relations, and be the responsible representatives of all employees not in an executive capacity.

Property of .....

2117 **Article I**

Qualifications of Representatives and Voters

1. Any employee who has been on the company's payroll for a period of two years prior to nominations, who is twenty-one years of age and who is an American Citizen shall be qualified for nomination and election as a representative.

2. All employees who are enrolled on the company's payroll for a period of ninety (90) days prior to the date fixed for nominations and elections shall be entitled to vote.

3. Such persons serving in the following capacities shall not be eligible as representatives nor qualified to vote for representatives.

Vice-President and General Manager
General Sales Manager
Superintendent
Manager of General Sales
Manager of Crane and Shovel Division
Head of Machine and Crane Shops
Head of Steel Shop
Head of Engineering Department
Head of Engineering-Estimating
Purchasing Agent
Head of Pricing Department
Superintendent of Erection
Head of Pattern Shop and Foundry
Head of Time Study Department
And the Plant Accountant

4. Any member of the Employees Board who during term of office shall be appointed by the management to function in any of the above capacities must terminate office upon such appointment.

2118

Article II

Terms of Representatives

1. Representatives to be elected for a term of one (1) year and be eligible for re-election.

2. Representatives from Divisions 1, 3, 5 and 7 shall hold office from the Thursday following the first (1st) Tuesday in July for the ensuing year, and representatives from Divisions 2, 4, and 6 shall hold office from the Thursday following the first (1st) Tuesday in January for the ensuing year.

3. A representative may be recalled upon the approval of a petition signed by two-thirds of the qualified voters on the payroll in his particular Voting Division. His successor shall be elected in accordance with rules under Article IV.

4. A representative shall be deemed to have vacated office upon termination of his employment with the Company.

Article III

Voting Divisions

The plant is divided into seven (7) Voting Divisions, giving fair representation to each department.

Division No. 1—Machine Shop—Crane Assembly—Carpenter Shop.

Division No. 2—Steel Shop.

Division No. 3—Foundry.

Division No. 4—Pattern Shop—Tool Room (1st and 2nd Floors)—Power House—Planning Room—Balance of Stores.

Division No. 5—Receiving Dept.—Shipping and Traffic—Stock Room—Yard-Janitors—Watchmen—Employment.

Division No. 6—Engineering Dept. (3rd Floor Office Building).

Division No. 7—Office Dept. (Comprises employees in office building other than those on 3rd floor).

2119

Article IV

Nominations and Elections

1. Nominations to be held on the first Tuesday and elections on the following Thursday of the month of July for Divisions 1, 3, 5, and 7 and the month of January for Divisions 2, 4, and 6. In the event of either of these being a holiday, the day immediately following shall be substituted.

2. On the day of nominations, each duly qualified voter shall be furnished with a blank ballot representing his Voting Division on which he shall write the name of the person in his Voting Division whom he desires to stand for election.

The three individuals receiving the highest number of votes become nominees for election.

Immediately after the nominations are closed, Tellers appointed, one from each Voting Division, and in the presence of the Management's representative, shall count and record the votes cast, and shall make known the following day the three nominees receiving the highest number of votes.

3. On the day of election each duly qualified voter shall be furnished with a blank ballot representing his Voting Division, and the voter shall indicate his preference by writing the name of the candidate of his choice.

4. Any ballot, whether nominating or electing, containing more than one name will not be counted.

5. In the case of a tie another ballot shall be cast, voting only on those tied.

6. Each voter shall deposit his own ballot in a lock box provided for the purpose, carried by the regular timekeeper from the Planning Room, accompanied by two watchers.

7. After the election the ballots shall be counted under the direction and supervision of a representative of each Voting Division and a representative of the Manage-
2120 ment. The candidates receiving the highest number of votes shall be declared elected. After each semi-annual election the Board so chosen shall immediately meet for the purpose of electing its officers. Terms of officers automatically terminate at the end of each six (6) months period.

Article V

Management's Representation

1. The company shall appoint a management's representative who shall attend and represent the management at all meetings of the Board. He shall, however, have no vote. Further, he shall respond promptly to any request from the Board, and shall interview all of them from time to time with reference to matters of concern to employees.

2. The Management of the works and the direction of the working forces, including the right to hire, suspend, or discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Management.

Article VI

Subjects for Consideration

The Board shall give consideration to and put forth effort in behalf of the following subjects, and any such additional subjects which may arise as time goes on or as suggestions are made.

Safety, and Prevention of Accidents.
Economy, and Waste Prevention.
Hours of Employment, Working Conditions and Wages.
Health, and Works Sanitation.
Education and Publications.

Recreation.
Beneficial Society.
Continuity of Employment and Condition of Industry.

2121 All matters pertaining to the above subects will be referred by an Employee or Employees, in writing, to their respective Division Representative, who will in turn present said matter before the Employees Board.

Article VII

Board Meetings

1. Regular Board meetings shall be held once a month, between the hours of two and five in the afternoon, unless otherwise arranged for on joint approval of the Chairman of the Employee Board and the Management's Representative.

Time for Board meetings to be arranged to suit the convenience of the majority, and so as not to cause undue disturbance of work.

A quorum shall consist of six (6) Board Members.

2. For the time necessarily lost in actual attendance at regular or special meetings jointly approved, representatives shall receive from the company payment commensurate with their average earnings.

3. Any matter may be referred by the Management thru the Management's Representative, to the Board for consideration and report, and any matter may be presented by the Board to the Management thru the Management's Representative.

4. It is understood and agreed that each representative on the Board shall be free to carry on his Board duties in an independent manner without fear that his individual relations with the Company may be affected in the least degree by an action taken by him in his representative capacity.

Article VIII

Right of Termination

This organization shall be and remain in full force and effect during the term of the National Recovery Act, and is to continue thereafter, subject to termination by the Management, or by a majority of the Employees Board, upon three (3) months' notice.

2122 **Article IX**

Amendments

These By-Laws may be altered or amended by a vote of a majority of the Members of the Board; provided the alterations or amendments shall have been proposed and entered on the Minutes of the Board, at least thirty (30) days previous to action thereon. Notice of alterations or amendments shall in all cases be communicated to the members of the Board by the Secretary, before action thereon is taken, and all alterations or amendments so made, before having effect, must be submitted to and approved by the Management of the Link-Belt Company.

2123 BOARD EXHIBIT NO. 6.

Minutes of Employees Board Meeting.

The regular meeting of the Employers Board was called to order on Tuesday, February 26th, 1935 at 2:00 p. m.

The following members were present:

R. Froling, Division #1.
A. Johnston, Division #2.
J. Kachinsky, Division #3.
L. Salmons, Division #4.
C. Daugherty, Division #5.
F. Kvet, Division #6.
E. L. Berry.
E. A. Wendell absent on Company business.

The survey on proper lighting in Drafting Room has been completed and nine (9) Mercury Vapor Lamps with Mazda background will be installed.

The matter of closing Railroad car entry shop doors at night by train crews as reported in Minutes of January 29th, has been called to the attention of the Railroad Company.

L. Salmons brought up question regarding wages applying to overtime work in Pattern Shop. E. L. Berry will consult Code Authorities for clarification.

R. Froling brought up question regarding rate setting, particularly on Government contract now going thru the shop. E. L. Berry will make analysis.

A. Johnston reports passageway in front of time card rack obstructed by castings. E. L. Berry will investigate.

F. Kvet reports request made to repair drafting machines and scales in Engineering Department.

L. Salmons reported matter regarding parking of employees' cars in Company garage on Saturdays. E. L. Berry will investigate.

The Minutes read and approved by the Board.

Meeting adjourned at 3:30 p. m.

F. J. Kvet,
Acting Secretary.

February 28th, 1935.

2124 Minutes of Meeting of Employees Board.

The regular meeting of the Employees Board was called to order on Tuesday, March 31, 1936 at 2:00 p. m.

The following members were present:

R. Froling, Div. #1.
A. Johnston, Div. #2.
J. Kachinsky, Div. #3.
L. Salmons, Div. #4.
L. Martens, Div. #5.
F. Kvet, Div. #6.
E. A. Wendell, Div. #7.
E. L. Berry, Company Representative.

A. Johnston and L. Salmons report complaints of crowded conditions and insufficient hot water in steel and wood shop wash rooms, respectively.

L. Martens reports complaint of low pressure in stock room drinking fountain extension.

L. Salmons reports complaint of rough railroad crossing on Princeton Avenue. The Railroad's attention will be called to the above condition by the management.

R. Froling reports complaint of careless driving of electric trucks through shop aisles.

Minutes of the meeting read and approved by the Board.

F. J. Kvet,
Secretary.

FJK-w

2125 The regular meeting of the Employees Board was called to order on Tuesday, April 28, 1936.

The following members were present:

R. Froling, Div. #1.
A. Johnston, Div. #2.
J. Kachinsky, Div. #3.

E. A. Wendell Absent.
L. Salmons, Div. #4.
L. Martens, Div. #5.
F. Kvet, Div. #6.
E. L. Berry, Company Representative.

F. J. Kvet reports congestion in parking lot. The management reports that more space will soon be available.

The management reports that the Vacation Policy for 1936 will be the same as that for 1935.

J. Kachinsky reports request made for removal of old tracks outside foundry. The management reports that these tracks will be asphalted over in the near future.

The management also reports that showers in machine shop wash room will soon be installed.

The very interesting talk given by Mr. E. J. Burnell at the last Engineers' & Foremen's meeting was read to the board members by Mr. E. L. Berry.

Mr. Burnell reported on general business conditions and although a letdown in business before the National Election is looked for, several large jobs coming up presently, if secured, should carry us through this period.

The sales tax as applied in Illinois creates another problem the sales department has to cope with, as competitors outside of the state do not have this additional cost to consider.

Although the first quarter of 1936 shows a loss of $75,000 for the Thirty-Ninth Street plant, the outlook for the future looks more promising.

Minutes of the meeting read and approved by the Board.

F. J. Kvet,
Secretary.

2126 Minutes of Employees Board Meeting.

The regular meeting of the Employees Board was called to order on Tuesday, May 26, 1936.

The following members were present:
R. Froling, Division No. 1.
A. Johnston, Division No. 2.
J. Kachinsky, Division No. 3.
L. Salmons, Division No. 4.
L. Martens, Division No. 5.
F. Kvet, Division No. 6.
E. A. Wendell, Division No. 7.
E. L. Berry, Company Representative.

The Management reports that showers in machine shop will be installed in the near future.

A. Johnston reports complaint of dirty windows in chain department.

J. Kachinsky reports complaint of insufficient washing facilities and low water pressure in foundry wash room.

J. Kachinsky reports complaint of hand trucks blocking doorway in west wall of steel shop.

L. Salmons reports complaint of poor lighting over a number of pattern shop machines.

Minutes of the meeting read and approved by the Board.

F. J. Kvet,
Secretary.

May 26, 1937.

2127 Minutes of Employees Board Meeting.

The regular meeting of the Employees Board was called to order on Tuesday, June 30th, 1936.

The following members were present:

R. Froling, Div. No. 1.
A. Johnston, Div. No. 2.
J. Kachinsky, Div. No. 3.
L. Salmons, Div. No. 4.
C. Martens, Div. No. 5.
F. Kvet, Div. No. 6.
E. A. Wendell, absent.
E. L. Berry, company representative.

In discussing wage increases it was brought forth that anyone is entitled to ask for an increase and it is his immediate supervisor's duty to answer it "yes" or "no" within a limited space of time.

L. Martens reports floor in West Balcony ramp in bad condition.

The Management reports that the five Canteen candy machines now in operation in the plant pay to the Link-Belt Beneficial Association 10% of their profits which net a total of approximately $20.00 per month.

A general discussion was held concerning grinding equipment and ways and means to safeguard the operators.

The Management's representative reported on general business conditions and stated that a small profit will be shown for the months of May and June. The outlook for the future looks quite promising with indications of a very good crane business to look forward to.

In compliance with the By-Laws, nominations for representatives in Divisions 1, 3, 5 and 7 will be held at 4:30 P. M. Monday July 6th for the night crew and Tuesday July 7th for the day employees.

Election will be held 4:30 P. M. Wednesday July 8th for the night crew and Thursday July 8th for the day employees.

The following were appointed watchers:
C. Jable
Louis Vokac
William Bowes

The following tellers were appointed:
Anne Hayes
Al Nyberg
Leo Reiter
Charles Dougherty

Minutes of the meeting read and approved by the Board.

F. J. Kvet,
Secretary.

2128 BOARD'S EXHIBIT NO. 6 WITHDRAWN.

Blank Page

1- 437	4- 437	344	321077142	7796	54786	549
DATE FROM	DATE TO	EMPLOYEE NO.	SOCIAL SECURITY NO.	HOURS	GROSS EARNINGS	SOC. SEC. DED.

1,919.64 TOTAL

WALDEMAR BJORK

THIS IS A STATEMENT OF YOUR EARNINGS AND OLD AGE DEDUCTIONS FOR THE PERIOD LISTED ABOVE. BOTH DATES INCLUDED.
LINK-BELT CO.

DATE FROM	DATE TO	S.S. ACCT. NO.	HOURS	S.S. DED.	EARNINGS	EMP. NO.	REG. NO.

344

QUARTERLY EARNINGS STATEMENT

2129

Board Exhibit 7

1- 437	4- 437	349	192056521	5521	50451	506
DATE FROM	DATE TO	EMPLOYEE NO.	SOCIAL SECURITY NO.	HOURS	GROSS EARNINGS	SOC. SEC. DED.

LOUIS SALMONS

THIS IS A STATEMENT OF YOUR EARNINGS AND OLD AGE DEDUCTIONS FOR THE PERIOD LISTED ABOVE. BOTH DATES INCLUDED.
LINK-BELT CO.

DATE FROM	DATE TO	S.S. ACCT. NO.	HOURS	S.S. DED.	EARNINGS	EMP. NO.	REG. NO.

349

QUARTERLY EARNINGS STATEMENT

2130

Board Exhibit 8

1307

Blank Page

2131 **BOARD'S EXHIBIT NO. 9.**

Steel Workers Organizing Committee
Of the Committee for Industrial Organization

Region, Chicago
Pittsburgh, Pa.

For Payment of:

Date of Statement	No. of Statement	Particulars	Sub Amounts	Amount Sent
		Salary and expenses for first half of Dec.		$17.20

Checked by..... Recorded by.....
Card Record by..... Filed by.....

2132 Steel Workers Organizing Committee
Of the Committee for Industrial Organization

Region, Chicago
Pittsburgh, Pa.

For Payment of:

Date of Statement	No. of Statement	Particulars	Sub Amounts	Amount Sent
		Salary for week ending Nov. 28		$15.00

Checked by..... Recorded by.....
Card Record by..... Filed by.....

2133 Steel Workers Organizing Committee
Of the Committee for Industrial Organization

Region, Chicago
Pittsburgh, Pa.

For Payment of:

Date of Statement	No. of Statement	Particulars	Sub Amounts	Amount Sent
		Salary and expenses for week ending 11/21/36		$17.10

Checked by..... Recorded by.....
Card Record by..... Filed by.....

2134 Steel Workers Organizing Committee
Of the Committee for Industrial Organization
Region, Chicago
Pittsburgh, Pa.

For Payment of:

Date of Statement	No. of Statement	Particulars	Sub Amounts	Amount Sent
		Salary for first half of Nov.		$15.00

Checked by..... Recorded by.....
Card Record by..... Filed by.....

2135 Steel Workers Organizing Committee
Of the Committee for Industrial Organization
Region
Pittsburgh, Pa.

For Payment of:

Date of Statement	No. of Statement	Particulars	Sub Amounts	Amount Sent
		Salary for last half of Oct.		$15.00

Checked by..... Recorded by.....
Card Record by..... Filed by.....

2136 Steel Workers Organizing Committee
Of the Committee for Industrial Organization
Region
Pittsburgh, Pa.

For Payment of:

Date of Statement	No. of Statement	Particulars	Sub Amounts	Amount Sent
		Salary for week ending Oct. 24		$15.00

Checked by..... Recorded by.....
Card Record by..... Filed by.....

2137 Steel Workers Organizing Committee
Of the Committee for Industrial Organization
Region Chicago
Pittsburgh, Pa.

For Payment of:

Date of Statement	No. of Statement	Particulars	Sub Amounts	Amount Sent
		Salary and expenses for week ending December 12, 1936,		$17.20

Checked by..... Recorded by.....
Card Record by..... Filed by.....

2138 Steel Workers Organizing Committee
Of the Committee for Industrial Organization
Region, C.
Pittsburgh, Pa.

For Payment of:

Date of Statement	No. of Statement	Particulars	Sub Amounts	Amount Sent
		Salary and expenses for last half of Dec.		$16.80

Checked by..... Recorded by.....
Card Record by..... Filed by.....

2139 BOARD'S EXHIBIT NO. 10.

This agreement, dated April 21, 1937, between Link Belt Company and the Independent Union of Craftsmen, a labor union of workers employed by said Corporation:

The union has presented to the corporation signatures from well over fifty per cent (50%) of the employees working at the Thirty-Ninth Street Plant, Chicago, Illinois, authorizing the formation of said Union, and authorizing it to act as the collective bargaining agency for employees at said plant. In accordance with the provision of Section 9 (a) of the National Labor Relations act, the Corporation recognizes said Union as the exclusive representative of

the employees in said Thirty-Ninth Street plant, and representatives of the Corporation when so requested will meet with representatives of the Union for the purpose of considering the conclusion of an agreement with respect to wages, hours of employment and other conditions of employment.

Link Belt Company
By E. L. Berry
Ass't. General Manager.
39th Street Plant
Independent Union of Craftsmen
By John Litster
Chairman.

2140 BOARD EXHIBIT NO. 11.

National Labor Relations Board
Thirteenth Region
20 North Wacker Drive
Chicago, Illinois

Withdrawal

Firm Link Belt Co.
Union Amal. Assoc. of Iron, Steel & Tin Workers.
Action Filed 10/2/36

I desire to withdraw the action as stated above. It is understood that I may refile the same at any time.

Name Louis Salmons

To: L. W. Beman,
13th Regional Director,
National Labor Relations Board.

2141 BOARD EXHIBIT NO. 12.

On April 28th, 1937, I went to work for the Link Belt Co. After entering and going to the wash room to change clothes, the time keeper (Russell Ericson) came to me and offered me an application card for membership in the Independent Union of Craftsmen and asked me if I did not want to sign it. I told him that I did not know as I was new but would let him know later. He then said that there were two unions and in case of slack time's the members of the C. I. O. would be laid off before the company union men (Independent Order of Craftsmen.) Under this presure and to protect my position I signed the applica-

tion of the above mentioned Independent Union of Craftsmen.

He said it would be best for me to sign it as he had signed one himself.

Signed Frank Solinko

State of Illinois } ss.
County of Cook }

Sworn and subscribed to by Frank Solinko before me this 11th day of June, 1937.

Geo. Erickson,
Notary Public.

(Seal)

2142 BOARD EXHIBIT NO. 13.

Application for Membership

I hereby apply for membership in the
Independent Union of Craftsmen
of the 39th St. Plant of the Link-Belt Company
and agree to be bound by the provisions of the Constitution and the By-Laws

I hereby authorize and designate said Union to act as my Representative for Collective Bargaining with the Company on Questions of Wages, Hours, Working Conditions, Grievances and other matters pertinent thereto.

I hereby revoke any and all other authorizations heretofore given by me, designating any other person or organization to act as my representative for the purposes aforesaid.

Dated.....1937

Signature.....

Witness..... Shop No.....

2143 BOARD EXHIBIT NO. 14.

349-09-6053

Name 106 N. Cumorich Amount 436.00

For your information, the figures shown above represent the income received by you during the last calendar year from S. Karpen & Bros. The income of a single person of $1000 or over and a married person of $2500 or over is subject to the Federal Income Tax. The income of a minor not emancipated by his parent should be included with the return of his parent.

J. Shotts,
Paymaster.

2144 BOARD'S EXHIBIT NO. 15 MARKED FOR IDENTIFICATION ONLY.

2145 BOARD EXHIBIT NO. 16.

The Constitution

of

Independent Union of Crafstmen

Article I

Section 1. This organization shall be known as the Independent Union of Crafstmen. Membership is available to all employees of the Link-Belt Company except executives and those employed in a supervisory or administrative capacity or their immediate assistants.

Section 2. Membership shall be divided into two classes, namely:

1. Plant membership.
2. Individual membership.

The General Council shall determine what shall constitute a plant.

Section 3. The General Council shall consist of one delegate from each plant who shall be elected together with committeemen by the respective plants and shall hold office for one year unless sooner removed for cause, as shall be provided for in the By-Laws, provided however that there shall be not less than three members of the General Council, and in the event there shall be less than three plant members, the first plant member shall elect three delegates to the General Council in order and the last one so elected from that plant shall resign to make place for a delegate from the second plant member, and the next delegate from the first plant member in order shall resign to make place for
2146 a delegate from the third plant member. Committeemen may also be delegates.

Section 4. The General Council at its first meeting shall elect a President, a recording Secretary, and a Treasurer who shall hold office for one year.

As hereinafter provided in the By-Laws, each plant shall set up its own local organization and shall elect its committeemen and its delegates.

Section 5. Committeemen shall be elected for a term

of one year and shall be eligible for reelection. To be an eligible candidate for either a committeeman or a delegate, one must be a member of this organization and must have been so for at least one year last past or during the life of the organization. Any member of any other labor organization shall not be elegible to hold office in this organization, and committeemen and delegates must be citizens of this country.

Section 6. All elections shall be held as hereinafter shall be provided for in the By-Laws of this organization.

Section 7. This organization shall issue membership cards to members and shall collect membership dues in whatever amounts shall be necessary to conduct economically the business of this organization.

Section 8. There shall be no discrimination against any employees, committeemen or delegates for exercising any of his or her rights under this organization.

Section 9. The General Council shall have power to adopt the By-Laws of this organization and to amend same from time to time.

Section 10. The General Council shall in the be-
2147 ginning of each fiscal year fix an annual budget and shall apportion among the respective members of said organization and collect whatever dues it shall be necessary to use in order to raise sufficient funds to run the organization economically and efficiently.

Section 11. There shall never be any discrimination against anyone because of race, creed or color.

Section 12. For the purpose of perfecting the organization under this Constitution, it is hereby declared that the first general election for the purpose of electing committeemen and delegates, shall be held at an early date to be fixed by the General Council and a general election shall be held at the same time each year thereafter; that from the date of the ratification of this Constitution until said election, the following named persons shall be and constitute the committeemen and delegates:

Thirty-Ninth Street Plant.

Committeemen:

Hubert Brucks
G. F. Linde
E. Rask
R. Froling

A. Rosenbaum
J. Jeske
J. Litster

Delegates:

J. Litster
R. Froling
G. F. Linde

Said committeemen and delegates shall hold office until the election and qualification of their successors.

2148 Article II.

Section 1. The aims and objectives of this organization shall be to protect and improve the conditions under which its members labor and live. It shall at all times strive to maintain and increase the wage scale, preserve plant seniority rights, paid vacations, time and a half for overtime, and Sundays and holidays, old age security, health and accident benefits, sanitation, minimum wage, maximum hours, and shall foster such other programs as shall be for the benefit of those laboring in the company.

Section 2. Nothing in this Constitution shall in any way abridge the right of employees to strike, provided, however, that no strikes shall be called except after the proposition has been put to a vote and has received an affirmative vote of more than 50% of the members.

Section 3. The General Council is empowered to engage in collective bargaining for and on behalf of the members of this organization and do all acts necessary to carry out to its fullest extent the principles of collective bargaining, and members of this organization shall be bound by all contracts and agreements duly executed by said Council provided contracts dealing with rates of pay, wages, hours of employment or other conditions of employment must first be approved by the majority of the plant committees. The General Council is empowered to put into force and effect the provisions of this Constitution and to establish headquarters and to employ whatever persons shall be necessary for the administration of this organization, including legal counsel, public ac-
2149 countants, secretaries and such other agents or assistants as they shall from time to time deem necessary.

Section 4. This Constitution can be modified or amended only by a majority vote of all the individual members of the organization who shall be members in good standing on the date on which the vote is taken. Before such amendment can be finally voted upon, there shall have been issued and posted, a notice of the proposed vote on the amendment, together with a copy of said proposed amendment at least thirty days prior to said meeting.

2150 BOARD EXHIBIT NO. 17.

Independent Union of
Craftsmen
of the
39 Street Plant of
The Link-Belt Company
July, 1937

2151 Name Link Belt
Address .....
By .....
Dept Foundry
A Friberg, *Secretary.* A. B. Ross, *President.*

2152 Proposed By-Laws to Govern Member Plants and Plant Committees

Article I.

Section 1. All of the members of the Independent Union of Craftsmen employed in the Thirty-Ninth Street Plant of the Link-Belt Company shall be a member of said Plant Member.

Section 2. An annual meeting and election shall be held promptly at 8:00 P. M. on the second Tuesday of April in each year, commencing in 1937. President, Vice-President, Secretary, and Treasurer shall be elected by the Plant Members present at said meeting.

A delegate to the General Council shall be elected for the whole Plant at the annual election by secret ballot and all members in good standing employed in the plant shall be eligible to vote for candidates for said office. (So

long as the Thirty-Ninth Street Plant is the only Plant Member of the Independent Union of Craftsmen, three delegates shall be elected at said annual election, and shall be designated in numerical order, that is, first, second, and third, which order shall be determined by the number of votes cast for the three delegates receiving the high-
2153 est number of votes. In the event another plant be-comes a Plant Member after said election, the elected delegate who received the lowest number of votes shall resign to make place for a delegate from said additional Plant Member. This procedure shall also be followed in the event a third Plant shall become a Plant Member after said election).

Section 3. A steward shall be elected from each department designated by the Plant President by secret ballot, the members from each department in good standing voting only for candidates from that department.

Section 4. Special meetings of the members of said Plant may be called upon one day's notice by the Plant President.

Article II.

Section 1. The President shall preside at all meetings of the Plant stewards and at all meetings of the members of the Plant. The Secretary shall also be Secretary at all meetings of the Plant Members.

Section 2. The Plant President shall name such committees as he may deem necessary to properly conduct the business of the organization.

Section 3. Regular meetings shall be held promptly at 8:00 P. M. the second Tuesday of each month and at
2154 a place to be fixed by the President. Special meetings may be called upon one day's notice to the stewards by the President.

Section 4. Any officer, steward or member of said Plant Member who shall fail to conduct himself according to the principles and policies of this organization shall be subject to discipline, suspension, or expulsion, or all of them. The Plant stewards shall have concurrent jurisdiction with the General Council over such charges of misconduct. The General Council shall have appellate jurisdiction to review the Plant Committee's findings. All charges of misconduct to be heard by the Plant Committee shall be submitted in writing to it and notice shall be given to the person against whom charges are filed by registered mail sent

to him at his last known address or by personal delivery at least five (5) days prior to the meeting at which said charge shall be considered. The person so charged shall have the privilege of being heard by the Plant Committee and personally present his defense. After due deliberation the Plant Committee shall sustain or reject the charge by a majority vote by secret ballot, and if the charge is sustained it shall fix whatever penalty it deems proper.

Section 5. A quorum of the Plant stewards or any committee, shall consist of one-half (½) of the members plus one (1).

Section 6. Members are not considered in good standing after the last day of the month for which the regular dues are paid. Any member falling behind in pay-
2155 ment of his dues because of sickness or accident will continue to be a member of our Local in good standing.

Section 7. The Plant Committee shall arrange for a meeting place for the Plant Committee and also for the members employed in the Plant.

Section 8. The Plant President shall determine the number of stewards proper for the Plant, and shall have power to designate from what department or departments a steward may be chosen.

Article III.

Section 1. The power of discipline, suspension, or expulsion of any Member Plant shall be vested in the General Council. It shall be mandatory for all Member Plants to abide by the Constitution and By-Laws of this organization. Failure to do so shall subject any Plant to be called for hearing before the General Council to show cause why it should not be disciplined, suspended, or expelled. The procedure outlined in Article I, Section 2 of General Council By-Laws hereof shall govern application of this section.

Article IV.

Section 1. The President shall preside at all regular and special meetings of the Plant Local and conduct same according to the Constitution and these By-Laws.

2156 Section 2. The Vice-President shall preside at all regular and special meetings of the Plant Local in the event of absence of the President.

Section 3. The Secretary shall record all minutes of the meetings of the Council and perform all other secretarial work delegated to him by the Plant Local. The Secretary shall receive a salary of thirty-five dollars ($35.00) per month.

Section 4. The Treasurer shall receive all money belonging to the Plant Local and keep a complete record thereof, disbursing same only on duly approved vouchers signed by the President of the Plant Local and attested by the Secretary.

The Treasurer shall be custodian of all moneys coming into possession of the Plant Local.

The Treasurer shall receive a salary of fifteen dollars ($15.00) per month.

The Treasurer shall sign all checks to cover all vouchers made out by the Secretary which have been duly signed by the President. All checks to be countersigned by the Secretary. The Treasurer shall be bonded in excess of the amount of money in the Treasury.

Section 5. The Delegates to the General Council shall represent their respective Plant Locals in all matters pertaining to the organization.

Section 6. Dues shall be 50c per month per member payable on or before the first day of each month to
2157 the Plant Secretary. A fee of 15c shall be paid to the General Council for each member of the Plant Local for their expenses. Until member plants are admitted to the Union the expenses of the General Council shall be paid by the Plant Local.

Article V.

Section 1. These By-Laws shall be subordinate to the Constitution of the Independent Union of Craftsmen and the By-Laws of the General Council, and said Constitution and By-Laws shall be considered a part of these By-Laws.

Article VI.

Section 1. Amendments to these By-Laws may be made by the Plant Union at any regular or special meeting called for that purpose. Copies of the proposed amendments shall be in the hands of the stewards and posted on the bulletin board at least one week previous to the meeting at which action should be taken.

Article VII.

Section 1. The following order of business shall prevail at meetings of the General Council:

Open meeting
Roll Call
Reading of Minutes of previous meeting and their approval
2158 Communications
Report of Officers
Unfinished Business
New Business
Good of the Organization
Adjournment

Note.

Whenever procedure is not covered by these rules and regulations, Robert's Rules of Order shall govern at meeting of the Plant Committees and of the Plant Membership.

2159 (Three Stamps) Paid I. U. of C.

2160 BOARD EXHIBIT NO. 18.

Link-Belt Company
Chicago, Illinois

Caldwell Moore Div.
April 30, 1937

Mr. O. R. Abbott
National Metal Trades Association
Peoples Gas Building
Chicago, Illinois

Dear Mr. Abbott:

Thanks very much for your letter of April 27th and also for the twenty copies of your bulletin entitled "Some Questions and Answers concerning the Wagner Act."

I appreciate your sending them to me and have taken immediate steps to distribute and post them in our plant.

Yours very truly,
(s) G. Walter Ostrand
General Manager.

GWO:M.

P.S. Send me 12 more copies please.

2161 April 27, 1937

Mr. Alfred Kauffmann, Pres.
Link Belt Company
307 N. Michigan Avenue
Chicago, Illinois

Dear Mr. Kauffmann:

In accordance with your letter of April 26th, addressed to Mr. Sayre, we have sent the various men mentioned by you copies of our bulletin entitled "Some Questions and Answers Concerning the Wagner Act."

Yours very truly,
National Metal Trades Assn.
By.....

ORAbbott:W

2162 April 26, 1937

Mr. S. A. Staskey
Link Belt Company
300 W. Pershing Road
Chicago, Illinois

Dear Mr. Staskey:

Complying with your telephonic request, we are sending you today, under separate cover, one hundred copies of the questions and answers on the Wagner Act which were sent out by us on April 24th.

Yours very truly,
National Metal Trades Association
By.....

ORAbbott:W

2163 Link Belt Company
Executive Offices
Chicago, Illinois

April 26, 1937

Mr. Homer D. Sayre, Commissioner,
National Metal Trades Ass'n.,
Peoples Gas Building,
Chicago, Illinois.

Dear Homer:

We think so well of the set of questions and answers concerning the Wagner Act, which you have prepared that we would like to have you send, at our expense, the following number of copies to the following people:

100	James S. Watson, Vice-President, P. O. Box 85, Indianapolis, Ind.
50	E. L. Berry, Ass't Gen'l Mgr., 300 W. Pershing Rd., Chicago, Ill.
50	Geo. L. Morehead, Vice-President, 2045 Hunting Park Ave., Philadelphia
20	G. W. Ostrand, Gen'l. Mgr., 2410 W. 18th Street, Chicago, Ill.
20	R. M. Hoffman, 400 Paul Ave., San Francisco, Calif.
10	Clarence Tolan, Jr., Dodge Steel Company, 6501 Tacony St., Philadelphia, Pa.
250	Total copies

The charges for printing, mailing, etc., please send direct to me.

2164 The sooner we can get these in the hands of our people the better it is all around, so I hope someone in your office can ship them on Tuesday.

Yours very truly,
(s) Alfred Kauffmann,
President.

2165 April 27, 1937

Mr. G. W. Ostrand, Gen Mgr.
Caldwell-Moore Division
Link Belt Company
2410 W. 18th street
Chicago, Illinois

Dear Mr. Ostrand:

In accordance with a request received from Mr. Alfred Kauffman, we are sending you today, under separate cover, twenty copies of our bulletin entitled "Some Questions and Answers Concerning the Wagner Act."

Yours very truly,
National Metal Trades Association

ORAbbott:W By.....

2166 October 22, 1936

Mr. E. J. Burrell, G. M.
Link-Belt Company
300 West Pershing Road
Chicago, Illinois

Dear Mr. Burrell:

Upon Mr. Sayre's return to the office within a few days your letter of the 21st to him will have his attention.

Yours very truly,

JL:VB *Office Manager.*

2167 Link Belt Company
300 West Pershing Road
Chicago, Illinois

October 21, 1936

Mr. H. D. Sayre, Commissioner
National Metal Trades Association
Peoples Gas Building
Chicago, Illinois

Dear Mr. Sayre:

I will be delighted to have the opportunity of taking lunch with you in the very near future. It will give me a great deal of pleasure to become more actively identified with the splendid work that you are carrying on, and I will welcome an opportunity to learn more about your activities.

With kindest regards, I remain,
Sincerely yours,
(S) E. J. Burrell,

EJB:EB *General Manager.*

2168

Link-Belt Company
Caldwell-Moore Plant
Chicago, Illinois

November 12, 1936

H. D. Sayre, Commissioner
National Metal Trades Association
Peoples Gas Building
Chicago, Illinois

Dear Mr. Sayre:

On my return to the office, I found your letter of October 16th on my desk. The delay is due to my being away.

I assure you that I appreciate your writing me, because it would give me great pleasure to get a better insight into the problems that manufacturers such as ourselves encounter from time to time.

Your offer is appreciated and I would like to suggest that sometime during the week of November 23rd would fit into my plans okey, inasmuch as I am pretty much tied up next week and will also be out of town. If this is satisfactory to you, I'll give you a ring sometime during that week, which I hope will work in okey with your program.

Yours very truly,
(S) G. Walter Ostrand
General Manager

GWO:M

2169

October 16, 1936

Mr. E. J. Burnell, Gen Mgr.
Link-Belt Company
300 W. Pershing Road
Chicago, Illinois

Dear Mr. Burnell:

I enjoyed our visit the other day at Mr. Kauffman's office, as well as the one this morning. As I intimated, I like to see the prominent officials of the Link-Belt Company become more actively identified with the work which we are carrying on. I would like to have an opportunity from time to time to sit down and discuss with you in detail some of the oustanding work which we feel we are doing looking toward the stabilization of labor conditions.

Some time when you are downtown and free, I would greatly appreciate it if you would give me a ring as I would like to have you go to luncheon with me.

With best wishes, I am,
Very truly yours,
Commissioner

HDS:MG

2170 October 16, 1936

Mr. Walter Ostrand, Gen Mgr.
Caldwell-Moore Div.
Link-Belt Company
2410 W. 18th Street
Chicago, Illinois

Dear Mr. Ostrand:

Some time when you are coming downtown and have a little time, I would greatly appreciate it if you would drop in and see me. As I am out of town a great deal, I would suggest that you telephone me before you do this. I am suggesting this because I feel that I should like to sit down and discuss in detail with you some of the more important activities which our Association is carrying on, designed to establish closer relations between employers and employes.

With best wishes, I am,

Very truly yours,

HDS:MG *Commissioner*

2171 September 30, 1936

Mr. Alfred Kauffman, President
Link Belt Company
307 North Michigan Avenue
Chicago, Illinois

Dear Mr. Kauffman:

This will acknowledge receipt of your letters of September 28th, addressed to Mr. Sayre. These will be brought to Mr. Sayre's attention upon his return to the city.

In the meantime we are very pleased to send you, under separate cover, fifty copies of the leaflet on "Tax Deductions for Social Security." There is no charge for this material, as we are not charging for less than a hundred copies.

I am sure Mr. Sayre will be pleased to know that you think so highly of this material.

Very truly yours,

JJL:MG *Office Manager*

2172

Link Belt Company
Executive Offices
Chicago, Illinois

September 28, 1936

Mr. Homer Sayre, Commissioner
National Metal Trades Association
People Gas Building
Chicago, Illinois

Dear Homer:

Attached to your form letter of Sept. 23rd headed "Tax Deductions for Social Security" was a statement regarding the law, what the men would have to pay, and other valuable information, which I think should be immediately placed on the bulletin boards in all our plants. Therefore, I should like very much to have your office send me fifty copies, which I would gladly pay for, for distribution to our various plants. To me it is very timely right now that such information be put on the board, not only because it is going to acquaint the employees with the Act and what they have to contribute, but from a political standpoint it might also be a wise move. I know I cannot expect you to send me fifty copies free, so please be sure that your office bills them.

Sincerely yours,

AK-H

(s) Al. Kauffman

2173

September 28, 1936

Mr. Alfred Kauffmann, President
Link Belt Company
Bell Building
Chicago, Illinois

My dear Al:

Apropos of our discussion this morning, I am enclosing herewith, the September bulletin of the League for Industrial Rights, which deals with some recent court decisions in connection with the National Labor Relations Board.

After you have read this over, please return it to me.

Yours very truly,

HDS:VB

Commissioner

2174 April 18, 1936

Mr. E. B. Vickers, Office Manager,
Link-Belt Company
300 W. Pershing Road
Chicago, Illinois

Dear Mr. Vickers:

Mr. Flynn has given me your letter of the 16th relative to Mr. Kauffman being the President of your Company.

Thank you for the information contained in your letter. We are making changes on our office records so that Mr. E. J. Burnell, General Manager and Mr. E. L. Berry, Assistant General Manager at your office will receive our material.

Yours very truly,

Office Manager.

JJL:MW

2175 Link Belt Company
300 W. Pershing Road
Chicago, Illinois

April 16, 1936

National Metal Trades Association
Peoples Gas Building
Chicago, Illinois

Attention: Mr. Harry S. Flynn Secretary

Gentlemen:

You have no doubt heard of Mr. Kauffmann's reelection to the presidency of our company. He is now located at our executive office at 307 North Michigan Avenue. Mr. Sayre's letter of April 15th regarding the Alumni Dinner is being forwarded to Mr. Kauffmann.

Will you kindly change Mr. Kauffmann's address on your records and remove his name from your general mailing list? Mr. E. J. Burnell, General Manager and Mr. E. L. Berry, Assistant General Manager at this office should receive your circular material, and of course Mr. Kauffmann will still be interested in the more important activities of the Association.

Yours very truly,
Link-Belt Company,
(S) E. B. Vickers
Office Manager

E B Vickers—w

2176 April 13, 1936

Mr. J. A. Hunt
Link-Belt Company
307 N. Michigan Avenue
Chicago, Illinois

Dear Mr. Hunt:

Changes have been made in our records so that Mr. Alfred Kauffman will receive mail from us at your address at 307 North Michigan Avenue.

Yours very truly,

Office Manager.

JL:VB

2177 Link Belt Company
Executive Offices
Chicago, Illinois

April 10, 1937

National Metal Trades Assn.
122 South Michigan Avenue
Chicago, Ills.

Gentlemen:

Please change the address of Mr. Alfred Kauffmann on your records to 307 North Michigan Ave., care of Link-Belt Company.

Very truly yours,
Link-Belt Company
(S) J. A. Hunt

2178 May 21, 1935

Mr. George P. Torrence
Link-Belt Company
910 S. Michigan Avenue
Chicago, Illinois

Dear George:

Thank you for your congratulations upon our Annual Meeting. I am glad to know that you felt it was a good one.

You probably have already received the printed copy of our resolutions adopted at the Convention, but nevertheless, I am enclosing another one.

We are arranging to print practically all of the speeches made at our Convention. Mr. Ruthenburg's should be off

the press in a day or two, and we will be glad to send you one hundred copies of it as requested.

With kindest regards, I am,

Very truly yours,

Commissioner.

HDS:FG

2179

Link-Belt Company
Executive Offices
Chicago

May 17, 1935

Mr. Homer D. Sayre,
National Metal Trades Assn.,
Peoples Gas Bldg.,
Chicago, Ills.

Dear Homer:—

Congratulations on one of the best meetings I have attended in a long time. I do not know what happened in the matter of resolutions yesterday, but I am sure that whatever was done was right.

Presumably you are planning to reprint some of the addresses made. The one I am particularly interested to get is Mr. Ruthenburg's address on "Practical Treatment of Industrial Relations Problems". I should like to get several copies of this for use within our organization as a text book. If it is not going to be printed I will take some other steps to try to get copies and reproduce them myself.

With kindest regards, I am

Sincerely yours,
(signed) George P. Torrence

GPT-H

2180

Link-Belt Company
Executive Offices
Chicago

May 28, 1935

Mr. Homer Sayre,
National Metal Trades Assn.,
Peoples Gas Building,
Chicago, Ills.

Dear Homer:—

Many thanks to you for sending me the supply of Mr. Ruthenburg's address. I am sending them on to the organization, and particularly want to get them into the hands of our foremen.

The maintenance of proper employee relations is more important now than ever.

Very truly yours,
(signed) George P. Torrence.

GPT-H
Written before I talked to you.

2181

Link-Belt Company
Executive Offices
Chicago

Dec. 26, 1934

Mr. Homer Sayre, Commissioner,
National Metal Trades Association,
Peoples Gas Bldg.,
Chicago, Illinois

Dear Homer:—

While you are not an employee of Link-Belt Company except indirectly, I thought you might be interested in the attached. If you have time to read it, I would appreciate your comments. How far to the left am I compared to the National Metal Trades.

Sincerely yours,
(signed) George P. Torrence

GPT-H

2182

Link-Belt Company
Executive Offices
Chicago

December 10, 1934

Mr. Homer Sayre, Commissioner,
National Metal Trades Assn.,
Peoples Gas Building,
Chicago, Ills.

Dear Homer:—

Many thanks to you for your letter of November 27th and the preliminary report of your Committee on Industrial Relations. The information is very complete and will be valuable to our Committee. We understand that it is to be confidential. The insurance data sounds a little like Mr. Roy Hunt of Indianapolis.

Very truly yours,
(signed) George P. Torrence

GPT-H

2183 November 27, 1934

Mr. George P. Torrence
Link-Belt Company
910 S. Michigan Avenue
Chicago, Illinois

Dear George:

Enclosed herewith is a copy of the preliminary report of our Committee on Industrial Relations. This is for your own confidential information as the report has not yet been approved in its final form and there will probably be some substantial changes made in it.

If Mr. Kolb, Superintendent of our Department of Industrial Relations, can be of any assistance to you in this connection, I hope you will have no hesitation in calling on him.

With kind regards, I am

Very truly yours,

Commissioner.

HDS:MG

2184 Link-Belt Company
Executive Offices
Chicago

Nov. 27, 1934

Mr. Homer D. Sayre, Commissioner,
National Metal Trades Association,
Peoples Gas Building,
Chicago, Illinois.

Dear Homer:—

I have been asked as a member of the Subcommittee of the Durable Goods Industries Committee, to review social security projects of the Administration, and particularly to make recommendations on unemployment insurance.

Your circular letter of November 24th indicates that you have some data on hand which is being studied by your Industrial Relations Committee. Would it be possible for me to get the ideas of the Committee some time within the next week or ten days?

Very truly yours,
(signed) George P. Torrence.

GPT-H

2185 March 16, 1934

Mr. A. Kauffmann,
Link-Belt Company,
300 W. Pershing Road,
Chicago, Ill.

Dear Mr. Kauffmann:

I was glad to receive your letter of March 15th with the suggestions you made. You expressed a good thought, and we will try to do our best to get the type of program and speakers which will draw a real attendance to our New York Convention.

With kind regards, I am

Very truly yours,

Commissioner.

HDS:FW

2186 (Letterhead of Link-Belt Company, Chicago.)

March 15, 1934

Mr. Homer Sayre, Commissioner
National Metal Trades Association
122 So. Michigan Avenue
Chicago, Illinois

Dear Homer:

The first notice of the Annual Convention which will be held April 25th and 26th came to my desk today. It is of course no affair of mine and I should not inject myself into your work, but it just occurred to me that in these days when we are all "loaded up to the gills" and we are expected to attend meetings, here, there and everywhere, the fellow that will get the attendance is the one that is going to offer the best bait, so I hope that at this Annual Convention the National Metal Trades will pick out subjects and speakers which will be so instructive and interesting that none of us can afford to stay away.

Please take this only for what it is worth—it is not sent with any idea of criticism.

Yours very truly,
(signed) Al Kauffmann
Vice President.

AK-w

2187 March 1, 1934

Mr. George Torrence
Link-Belt Company
910 S. Michigan Avenue
Chicago, Illinois

My dear George:

Please accept my thanks for your letter of the 28th with the enclosed copy of your letter to Mr. O'Leary, which I have read with a great deal of interest.

Very truly yours,

Commissioner.

HDS:FG

2188 (Letterhead of Link-Belt Company, Chicago.)

July 18, 1933

National Metal Trades Association,
122 South Michigan Avenue,
Chicago, Illinois.
Att'n—Mr. Harry S. Flynn

Gentlemen:

The seven copies of the National Recovery Act were received by Mr. Kauffman this morning, for which we thank you.

Yours very truly,
Link-Belt Company
(Signed) E. B. Vickers,
Secretary to Mr. Kauffmann.

EBV/w

2189 July 15, 1933

Mr. Alfred Kauffmann, V. P.
Link-Belt Company
300 W. Pershing Road
Chicago, Illinois

Dear Mr. Kauffmann:

In accordance with the request contained in your letter of July 14th addressed to Mr. Nyhan, we are sending you under separate cover seven copies of the National Industrial Recovery Act. There is no charge for these.

Very truly yours,
National Metal Trades Association.

HF:MG

2190 (Letterhead of Link-Belt Company, Chicago.)

July 14, 1933

National Metal Trades Association
122 South Michigan Avenue
Chicago, Illinois
Attn: Mr. J. E. Nyhan, National Secretary

Gentlemen:

We would appreciate it very much if you would send immediately to me at this address seven copies of the Industrial Recovery Act HR-5755. Whatever the charges, bill to us and we will send you check.

We completed yesterday with our Shop Board elections and one of the first things I want to do is to place in the hands of every one of these men a copy of the Act so they can read it and familiarize themselves with it.

Very truly yours,
(signed) Alfred Kauffmann
Vice-President.

ak-v

2191 June 10, 1933

Mr. Alfred Kauffmann,
Link-Belt Company,
300 W. Pershing Road,
Chicago, Illinois

Dear Mr. Kauffmann:

Thank you for your letter of June 9th.

I am glad that you were in attendance at the Convention, and appreciate the reaction which you gave expression to.

I would not say that you were a flop as a Committeeman, as you were Chairman of the Committee whose function is very largely creating and making those present feel at home. You do that naturally, so that your presence was a fulfillment of your Committee function. It just happened that you were not there at the time your Committee made its report expressing appreciation for all influences that were at work making for the success of the Convention, but Mr. W. G. Jones, of your Committee, presented the one minute report.

Thank you for your expressions regarding the way the program was operated. You know enough about operat-

ing conventions to realize that the whole crew pulled together, and that is what counts.

With kind regards, I am

Very truly yours,

Commissioner.

HDS:NW

2192 (Letterhead of Link-Belt Company, Chicago.)

June 9, 1933

Mr. Homer D. Sayre, Commissioner
National Metal Trades Association
Peoples Gas Building
Chicago, Illinois

Dear Homer:

I don't want to close the book on the National Metal Trades Convention and Banquet without letting you know that I think was as good and well managed a meeting as we have ever had. As a committeeman I guess I was a flop, I had a badge all right but no work to do.

However I enjoyed all the talks, especially our "dirt-farmer" friend Mr. Howard who spoke at the banquet. I have never seen a chap of Howard's make-up get up at a banquet like ours last night and hold his audience right to the last moment. You could hear a pin drop from the time he started until he finished and there was a lot of good sound stuff in the things he said.

I congratulate you and your crew for the efficient manner in which the whole thing was put over.

With kindest regards,

Cordially yours,
(signed) Al Kauffman

ak-v

Visit the Link-Belt Exhibit at A Century of Progress, Chicago

2193 BOARD EXHIBIT 18-A.

Some Questions and Answers Concerning the Wagner Act.
(National Labor Relations Act)

Question: Does the Wagner Act require anyone to join a labor union?

Answer: No. It does not place any obligation of any

kind upon any employe. It leaves every employe a free agent to do as he pleases.

• • •

Question: Does the Wagner Act permit an employe to deal as an individual directly with his employer.

Answer: Yes. The Wagner Act leaves each employe a free agent to do as he pleases.

• • •

Question: Does the Wagner Act require any employer to make an agreement with any labor union under any circumstances?

Answer: No. The Supreme Court of the United States has held:

"The Act does not compel agreements between employers and employes. It does not compel any agreement whatever."

• • •

Question: Does the Act permit collective bargaining through representatives other than C. I. O. or A. F. of L. representatives?

Answer: Yes. Employes may bargain collectively with their employer through whatever representatives they choose.

But if any employes' representatives represent a majority of the employes in any unit, those representatives are the exclusive bargaining representatives for that unit.

• • •

Question: Does the Wagner Act prohibit the employer's assisting any labor organization?

Answer: It does.

• • •

Question: Does the Wagner Act prohibit or disfavor the "open shop"?

Answer: No. The Wagner Act does not prohibit or disfavor the "open shop."

• • •

Question: Does the Wagner Act require or favor the "closed shop"?

Answer: No. The Wagner Act does not require or favor the "closed shop."

• • •

Question: Does the Wagner Act require an employer to hire or continue a man in his employ because he is a union man?

Answer: No. The Supreme Court of the United States has held:

"The Act does not interfere with the normal exercise of the right of the employer to select his employes or discharge them. The employer may not, under the cover of that right 'intimidate or coerce its employes with respect to their self-organization and representation, and, on the other hand, the Board is not entitled to make its authority a pretext for interference with the right of discharge when that right is exercised for other reasons than such intimidation or coercion."

* * *

Question: Does the Wagner Act require an employer to bargain collectively with representatives of his employes?

Answer: Yes. The Act requires the employer to bargain collectively with representatives of his employes, if and when they have chosen representatives. It does not require the employer to agree with those employes' representatives or to enter into any contract with the employes' representatives.

* * *

Question: Does the Wagner Act permit employe representation plans or plant unions?

Answer: Employe representation plans and plant unions are recognized by the Act and there is no distinction made in the Act between such employe organizations on the one hand and outside labor unions on the other hand.

* * *

Question: Why has the Wagner Act caused employers to give up their support and assistance to employe representation plans or plant unions?

Answer: Because the Wagner Act prohibits any employer from giving support or assistance to any employe organization or labor union of any kind.

Employe representation plans or plant unions must hereafter operate entirely free from any support or assistance of any kind from the employer,—and this is true also of any other labor organization or labor union of any kind.

The employer must keep "hands off" of any employe organization or union of any kind.

Every employe organization or union of any kind must operate entirely independently and entirely without assistance or support of any kind from the employer.

BOARD EXHIBIT No. 19.

Bill of Material Written by ____ Appr. by ____ LINK-BELT COMPANY

General Dwg. ____ Sheet Issued 5/25/37 To be Shipped ____

Erect Dwg. ____ Sheet No. 4 No. Sheets 10 Order No. CK1214-R

Order No. and Item or Part No.	Quantity	Patt. No.	Material	Name and Description	Detail Dwgs. Assemb. Dwgs.	Where Used	Weight	From	To	Material Rec'd
				12 Volt Lighting (Illegible) K480						
CK1214 R18				Battery Box Complete Stock Item RK369 S/DK 5 25 37				S	DK	
CK1214 R19	2			Sponge Rubber Strips 8" x 2" x 1" A.C.E. Shop Stock Item R18. S/DK 5 25 37		R18		S	DK	
CK1214 R20	2			Battery Terminals #726 Duplex Elbow Type S/DK 5 25 37		Battery		S	DK	
R21	3			ML. Bolts 3/8" x 2" LG. AM HY CP H N		R18		DK	DK	
R22	3			Cut Washers 3/8"				DK	DK	
R23	3			Lock Washers 3/8"				DK	DK	
CK1214 R24	1			Storage Battery Exide 6 X CK-21-3-R Electric Storage Battery Co. B53309 Vendor No. X 5/25 Rush. B/T 5 25 37		R18		B	T	

CW DD DK DCE DT I-TML

Copies Required ____ Number Dept. AP DF DW CW DZ DME DD DE DK DCE DT DC CC

Board Exhibit No. 19.

2195 BOARD EXHIBIT No. 20.

Business Meeting of the
I. U. of C.
At
Lithuanian Auditorium
3133 So. Halsted St.,
Tuesday, June 1st, at 7:30 P. M.
Be Sure and Be There.

2196 BOARD EXHIBIT No. 21.

Under the rules and regulations of the "Independent Union of Craftsmen," girl members as a group are entitled to select a steward, (their representative).

In order to facilitate election of this steward, please indicate your choice on this

"Primary Ballot"

.....

Indicate your selection

The three candidates holding the highest number of votes will be eligible for the final election from which one will be voted on to act in this capacity.

2197 BOARD EXHIBIT NO. 22.

Meeting of the
Ind. Union of Craftsman
at
Lithuanian Auditorium
3133 So. Halsted St.
Thursday, April 22, 1937 at 5:30 P. M.

2198 BOARD EXHIBIT No. 23.

July 30, 1937.

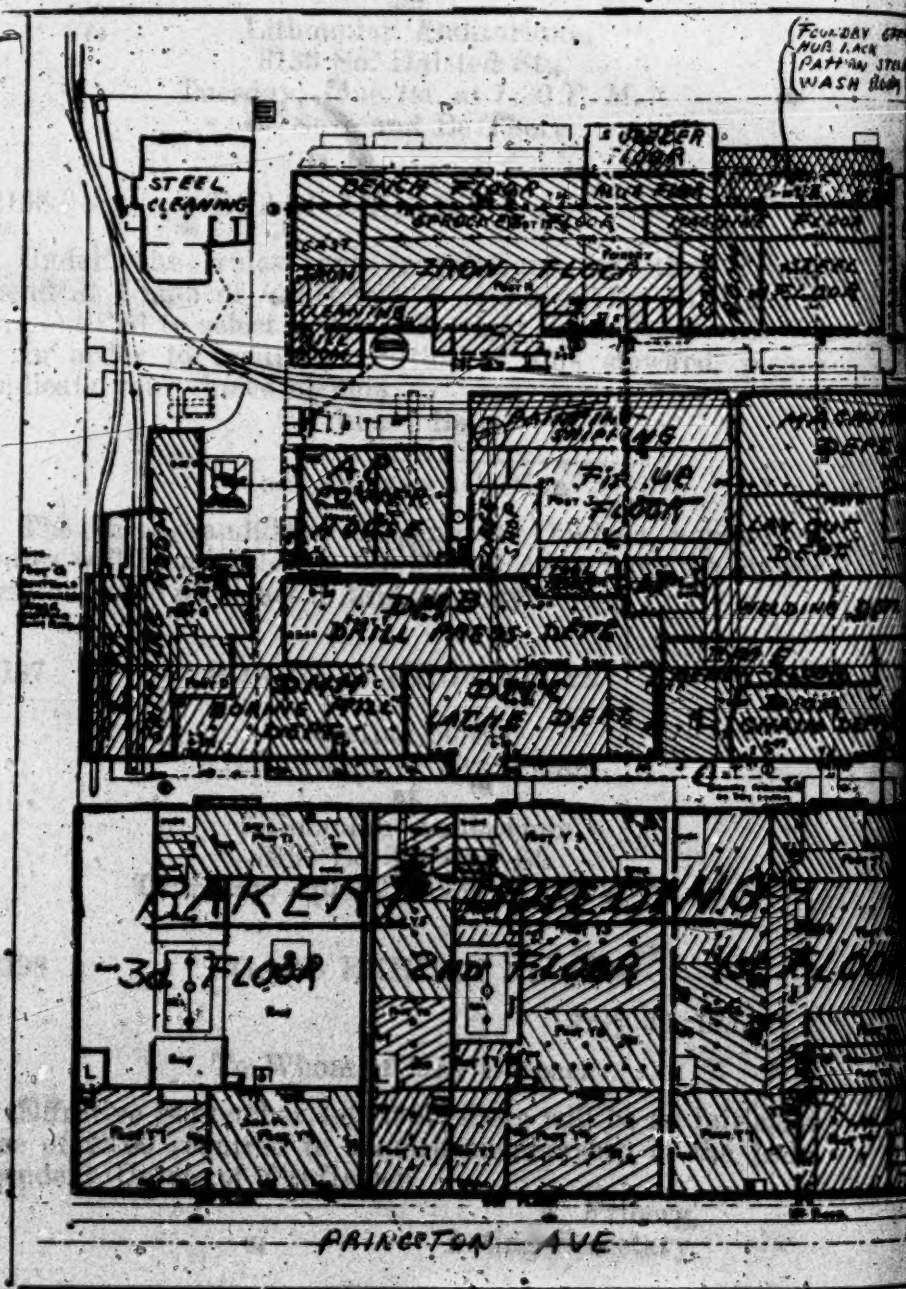
To Whom It May Concern

Effective September 1st, 1937, there will be an initiation fee of $3.00 required to acquire membership in the Independent Union of Craftsmen.

A. Friberg,
Acting Secretary.

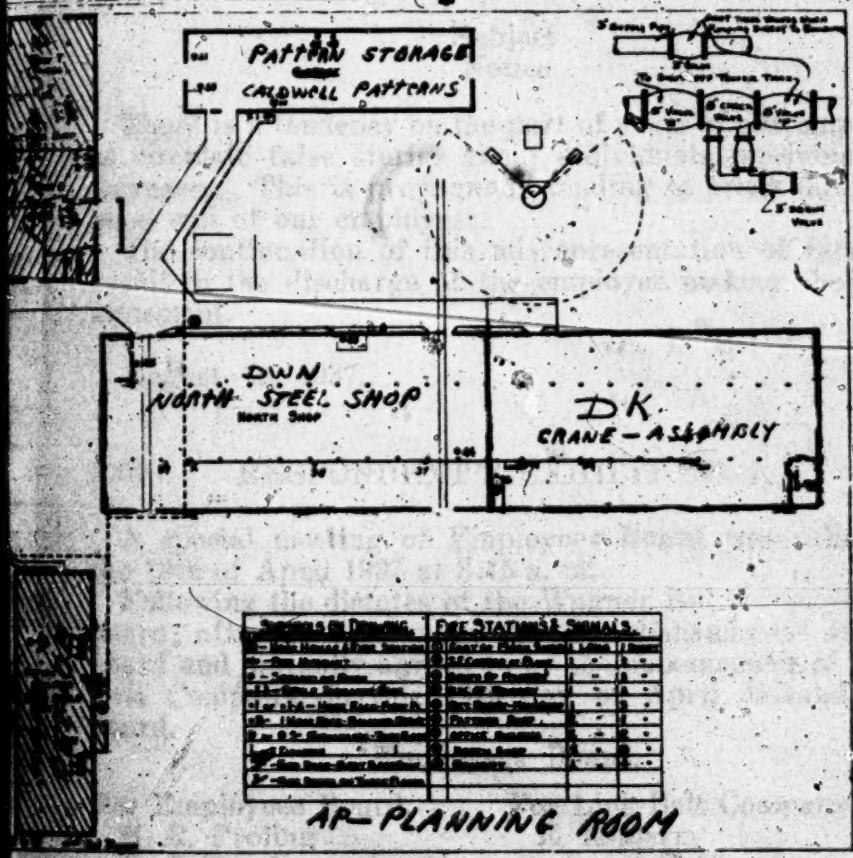
Blank Page

1342



Tightly Bound

Respondent's Exhibit 1



Blank Page

2200 RESPONDENT EXHIBIT No. 2.

Link-Belt Company
Interoffice Communication

To Date

Chicago Plant
300 W. Pershing Road Chicago

Subject
Notice

There is a tendency on the part of some of our employes to circulate false stories about individuals receiving pay increases. This is propaganda tending to break down the good will of our employees.

The continuation of this misrepresentation of fact will result in the discharge of the employee making the false statement.

E. L. Berry.

August 12, 1937.

2201 RESPONDENT'S EXHIBIT NO. 3.

A special meeting of Employees Board was called on the 19th of April 1937 at 8:15 a. m.

Following the dictates of the Wagner Bill the employees board; after an unanimous vote for disbandment of said board and mutually agreed to by the management of Link-Belt Company do this 19th day of April disband said board.

Employees Board.

For Employees Board.
H. R. Froling
H. J. Brucks
F. F. Lackhouse
W. J. Greenlee
Walter Bailey
Jack Litster
4-19-37

For Link-Belt Company.
E. L. Berry
4-19-37

RESPONDENT'S EXHIBIT No. 4

2202 Summary of Iron Foundry

Chicago Plant January 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	7418.93	20.09		
Core Room	1460 91	3 96		
Moulding	4288 70	11 61		
Total Direct Labor	5749 61	15 57		
30 Pattern Storage & Repair	1733 86	4 70		
31 Core Room	1653 19	4 48		
32 Moulding	9319 35	25 24		
33 Melting	2826 60	7 66		
34 Cleaning & Grinding	5362 75	14 52		
Total Foundry Expense	20894 75	56 60		
49 Foundry Supervision	3795 71	10 28		
Total	37859 09	102 54		
Average Cost of Castings per Lb.		.051		

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	369.198	70.9%		
Weight of Gates & Sprues	96.204	18.5		
Weight of Bad Castings	42.149	8.1		
Weight of Shrinkage	12.868	2.5		
Total Weight of Metal Melted	520.419	100.0%		

Respondent's Exhibit No. 4. 1347

2203

Summary of Iron Foundry

Chicago Plant

February 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	7811 37	19 92	7615 15	20 01
Core Room	1524 32	3 89	1492 62	3 92
Moulding	4237 95	10 81	4263 33	11 20
Total Direct Labor	5762 27	14 70	5755 95	15 12
30 Pattern Storage & Repair	2030 28	5 18	1882 07	4 94
31 Core Room	1264 32	3 23	1458 75	3 83
32 Moulding	8377 33	21 37	8848 34	23 25
33 Melting	2005 45	5 12	2416 03	6 35
34 Cleaning & Grinding	5738 82	14 64	5550 28	14 58
Total Foundry Expense	19416 20	49 54	20155 47	52 95
49 Foundry Supervision	5461 17	13 92	4628 43	12 16
Total	38451 01	98 08	38155 00	100 24
Average Cost of Castings per Lb		.049		.050

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	392.059	74.2%	380.628	72.6%
Weight of Gates & Sprues	78.918	14.9	87.561	16.7
Weight of Bad Castings	47.191	8.9	44.670	8.5
Weight of Shrinkage	10.397	2.0	11.633	2.2
Total Weight of Metal Melted	528.565	100.0%	524.492	100.0%

$1023 loss on metled Iron.

2204 **Summary of Iron Foundry**

Chicago Plant **March 1937**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	8196 18	18 12	7808 83	19 30
Core Room	1848 87	4 09	1611 37	3 98
Moulding	5498 99	12 16	4675 21	11 56
Total Direct Labor	7347 86	16 25	6286 58	15 54
30 Pattern Storage & Repair	2241 95	4 96	2002 03	4 95
31 Core Room	2284 88	5 05	1734 13	4 29
32 Moulding	9483 44	20 96	9060 04	22 40
33 Melting	3993 06	8 83	2941 70	7 27
34 Cleaning & Grinding	6354 08	14 05	5818 22	14 38
Total Foundry Expense	24357 41	53 85	21556 12	53 29
49 Foundry, Supervision	5676 24	12 55	4977 71	12 31
Total	45577 69	100 77	40629 24	100 44
Average Cost of Castings per Lb		.050		.050

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	452.330	72.5%	404.529	72.6%
Weight of Gates & Sprues	140.026	22.5	105.049	18.8
Weight of Bad Castings	30.632	4.9	39.990	7.2
Weight of Shrinkage	.557	.1	7.941	1.4
Total Weight of Metal Melted	623.545	100.0%	557.509	100.0%

2205 **Summary of Iron Foundry**

Chicago Plant **April 1937**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	9000 41	18 00	8106 72	19 58
Core Room	2249 84	5 08	1770 99	4 28
Moulding	5658 97	12 78	4921 15	11 88
Total Direct Labor	7908 81	17 86	6692 14	16 16
30 Pattern Storage & Repair	3148 10	7 11	2288 55	5 53
31 Core Room	2121 58	4 79	1830 99	4 42
32 Moulding	10729 06	24 23	9477 30	22 89
33 Melting	3561 48	8 04	3096 64	7 48
34 Cleaning & Grinding	6674 16	15 07	6032 19	14 57
Total Foundry Expense	26234 38	59 24	22725 67	54 89
49 Foundry Supervision	6289 35	14 20	5305 63	12 81
Total	49432 95	111 63	42830 16	103 44
Average Cost of Castings per Lb		.056		.051

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	442.809	72.8%	414.099	72.6%
Weight of Gates & Sprues	124.920	20.5	110.017	19.3
Weight of Bad Castings	40.888	6.7	40.215	7.1
Weight of Shrinkage	.058	—	5.970	1.0
Total Weight of Metal Melted	608.675	100.0%	570.301	100.0%

2206 **Summary of Iron Foundry**

Chicago Plant **May 1937**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	8127 35	20.61	8110 85	19 78
Core Room	1825 38	4 63	1731 86	4 34
Moulding	5379 56	13 64	5012 83	12 22
Total Direct Labor	7204 94	18 27	6794 69	16 56
30 Pattern Storage & Repair	1995 44	5 06	2229 93	5 44
31 Core Room	1835 10	4 65	1831 81	4 47
32 Moulding	9655 27	24 49	9512 89	23 19
33 Melting	3040 88	7 71	3085 49	7 52
34 Cleaning & Grinding	5676 73	14 40	5961 11	14 53
Total Foundry Expense	22203 42	56 31	22621 23	55 15
49 Foundry Supervision	5943 96	15 07	5433 29	13 25
Total	43479 67	110 26	42960 06	104 74
Average Cost of Castings per Lb		.055		.052

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	394.307	72.8%	410.141	72.6%
Weight of Gates & Sprues	117.743	21.7	111.562	19.8
Weight of Bad Castings	29.020	5.4	37.976	6.7
Weight of Shrinkage	.524	.1	4.881	.9
Total Weight of Metal Melted	541.594	100.0%	564.560	100.0%

2207 Summary of Iron Foundry,

Chicago Plant June 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	8805 92	21 32	8228 69	20 03
Core Room	1836 59	4 45	1790 99	4 36
Moulding	5683 54	13 76	5124 62	12 48
Total Direct Labor	7520 13	18 21	6915 61	16 84
30 Pattern Storage & Repair	2100 64	5 09	2208 38	5 38
31 Core Room	1826 30	4 42	1830 90	4 46
32 Moulding	10508 57	25 44	9678 83	23 57
33 Melting	3478 96	8 42	3151 07	7 67
34 Cleaning & Grinding	6831 04	16 54	6106 09	14 87
Total Foundry Expense	24745 51	59 91	22975 27	55 95
49 Foundry Supervision	5762 36	13 95	5488 13	13 37
Total	46833 92	113 39	43605 70	106 19
Average Cost of Castings per Lb		.056		.053

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	413.014	70.6%	410.619	72.2%
Weight of Gates & Sprues	135.413	23.2	115.537	20.3
Weight of Bad Castings	33.747	5.8	37.271	6.6
Weight of Shrinkage	2.787	.4	4.532	.9
Total Weight of Metal Melted	584.961	100.0%	567.959	100.0%

2208 **Summary of Iron Foundry**

Chicago Plant **July 1937**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	5987 14	20 46	7906 76	20 08
Core Room	1871 74	6 40	1802 52	4 58
Moulding	4830 94	16 50	5082 67	12 90
Total Direct Labor	6702 68	22 90	6885 19	17 48
30 Pattern Storage & Repair	2444 32	8 35	2242 08	5 69
31 Core Room	1705 23	5 83	1812 94	4 61
32 Moulding	11335 48	38 74	9915 50	25 18
33 Melting	2615 19	8 94	3074 52	7 81
34 Cleaning & Grinding	6668 90	22 79	6186 49	15 71
Total Foundry Expense	24769 12	84 65	23231 53	59 00
49 Foundry Supervision	4038 94	13 80	5281 10	13 41
Total	41497 88	141 81	43304 58	109 97
Average Cost of Castings per Lb		.070		.055

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	292.62	68.6%	393.763	71.9%
Weight of Gates & Sprues	102.56	24.0	113.684	20.8
Weight of Bad Castings	30.36	7.1	36.285	6.6
Weight of Shrinkage	1.37	.3	4.081	.7
Total Weight of Metal Melted	426.93	100.0%	547.813	100.0%

2209

Summary of Iron Foundry

Chicago Plant — August 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	7005 89	16 90	7794 15	19 66
Core Room	2008 69	4 85	1828 29	4 61
Moulding	5584 37	13 47	5145 38	12 9[illegible]
Total Direct Labor	7593 06	18 32	6973 67	17 59
30 Pattern Storage & Repair	2192 64	5 29	2235 90	5 64
31 Core Room	1850 68	4 46	1817 66	4 59
32 Moulding	11113 76	26 81	10065 29	25 39
33 Melting	3259 17	7 86	3097 60	7 82
34 Cleaning & Grinding	7119 43	17 18	6303 12	15 90
Total Foundry Expense	25535 68	61 60	23519 57	59 34
49 Foundry Supervision	5788 82	13 98	5344 55	13 48
Total	45923 45	110 80	43631 94	110 08
Average Cost of Castings per Lb		.055		.055

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	414.472	74.8%	396.352	72.3%
Weight of Gates & Sprues	94.426	17.1	111.277	20.3
Weight of Bad Castings	43.739	7.9	37.217	6.8
Weight of Shrinkage	1.219	.2	3.723	.6
Total Weight of Metal Melted	553.856	100.0%	548.569	100.0%

2210 Summary of Iron Foundry

Chicago Plant September 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	5422 97	13 73	7530 68	19 01
Core Room	2090 71	5 29	1857 45	4 69
Moulding	5965 04	15 10	5236 45	13 22
Total Direct Labor	8055 75	20 39	7093 90	17 91
30 Pattern Storage & Repair	2269 46	5 75	2239 68	5 65
31 Core Room	1949 68	4 94	1832 33	4 62
32 Moulding	11104 30	28 11	10180 72	25 70
33 Melting	2785 70	7 05	3062 94	7 73
34 Cleaning & Grinding	6807 24	17 23	6359 13	16 05
Total Foundry Expense	24916 38	63 08	23674 75	59 75
49 Foundry Supervision	6879 69	17 41	5515 14	13 92
Total	45274 79	114 61	43814 47	110 59
Average Cost of Castings per Lb.		.057		.055

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	395.018	75.0%	396.203	72.5%
Weight of Gates & Sprues	99.518	18.9	109.970	20.1
Weight of Bad Castings	31.466	6.0	36.577	6.7
Weight of Shrinkage	.596	.1	3.376	.7
Total Weight of Metal Melted	526.598	100.0%	546.126	100.0%

2211 Summary of Iron Foundry

Chicago Plant October 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	6949 96	20 83	7472 60	19 16
Core Room	1932 20	5 79	1864 93	4 78
Moulding	5109 93	15 32	5223 80	13 40
Total Direct Labor	7042 13	21 11	7088 73	18 18
30 Pattern Storage & Repair	3144 93	9 43	2330 16	5 98
31 Core Room	2121 86	6 36	1861 28	4 77
32 Moulding	10238 11	30 69	10186 47	26 12
33 Melting	2633 60	7 89	3020 01	7 74
34 Cleaning & Grinding	5410 70	16 22	6264 29	16 06
Total Foundry Expense	23549 20	70 59	23662 21	60 67
49 Foundry Supervision	4599 76	13 79	5423 60	13 91
Total	42141 05	126 32	53647 14	111 92
Average Cost of Castings per Lb		.063		.055

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	333.586	71.6%	389.942	72.5%
Weight of Gates & Sprues	101.362	21.8	109.109	20.3
Weight of Bad Castings	29.919	6.4	35.912	6.7
Weight of Shrinkage	.876	.2	3.126	.5
Total Weight of Metal Melted	465.743	100.0%	538.089	100.0%

Respondent's Exhibit No. 4.

2212

Summary of Iron Foundry

Chicago Plant — **November 1937**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	5838 59	20 66	7324 06	19 26
Core Room	1138 94	4 03	1798 93	4 73
Moulding	3367 31	11 91	5055 03	13 30
Total Direct Labor	4506 25	15 94	6853 96	18 03
30 Pattern Storage & Repair	2412 71	8 53	2337 67	6 15
31 Core Room	2648 36	9 37	1932 83	5 08
32 Moulding	12457 07	44 07	10392 89	27 34
33 Melting	2722 67	9 63	2992 92	7 87
34 Cleaning & Grinding	5189 72	18 36	6166 60	16 22
Total Foundry Expense	25429 93	89 96	23822 91	62 66
49 Foundry Supervision	4805 00	16 99	5367 36	14 12
Total	40579 77	143·55	43368 29	114 07
Average Cost of Castings per Lb		.071		.057

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	282.674	68.1%	380.190	72.2%
Weight of Gates & Sprues	101.065	24.4	108.378	20.6
Weight of Bad Castings	24.430	5.9	34.868	6.6
Weight of Shrinkage	6.734	1.6	3.454	.6
Total Weight of Metal Melted	414.903	100.0%	526.890	100.0%

2213 Summary of Iron Foundry

Chicago Plant December 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	5875 20	20 76	7203 32	19 36
Core Room	1179 60	4 17	1747 32	4 70
Moulding	4310 71	15 23	4993 00	13 42
Total Direct Labor	5490 31	19 40	6740 32	18 12
30 Pattern Storage & Repair	2940 83	10 39	2387 93	6 42
31 Core Room	1447 15	5 11	1892 36	5 08
32 Moulding	7719 24	27 27	10170 08	27 33
33 Melting	2447 99	8 65	2947 51	7 92
34 Cleaning and Grinding	4429 76	15 65	6021 86	16 18
Total Foundry Expense	18984 97	67 07	23419 74	62 93
49 Foundry Supervision	827 85	2 92	4989 07	13 41
Total	31178 33	110 15	42352 46	113 82
Average Cost of Castings per Lb		.055		.056

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	283.062	71.5%	372.096	72.1%
Weight of Gates & Sprues	69.677	17.6	105.153	20.4
Weight of Bad Castings	32.030	8.1	34.632	6.7
Weight of Shrinkage	11.005	2.8	4.083	.8
Total Weight of Metal Melted	395.774	100.0%	515.964	100.0%

2214 **Summary of Iron Foundry**

Chicago Plant **January 1938**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	3930 03	18 88		
Core Room	848 24	4 07		
Moulding	3296 31	15 84		
Total Direct Labor	4144 55	19 91		
30 Pattern Storage & Repair	2365 18	11 36		
31 Core Room	1486 42	7 14		
32 Moulding	8840 32	42 48		
33 Melting	2152 77	10 34		
34 Cleaning & Grinding	3897 10	18 73		
Total Foundry Expense	18741 79	90 05		
49 Foundry Supervision	3567 12	17 15		
Total	30383 49	145 99		
Average Cost of Castings per Lb		.073		

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	208.114	69.0%		
Weight of Gates & Sprues	73.528	24.4		
Weight of Bad Castings	19.132	6.3		
Weight of Shrinkage	.750	.3		
Total Weight of Metal Melted	301.524	100.0%		

2215 **Summary of Iron Foundry**

Chicago Plant **February 1938**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	3006 58	17 81	3468 30	18 40
Core Room	672 32	3 98	760 28	4 03
Moulding	2504 28	14 83	2900 29	15 39
Total Direct Labor	3176 60	18 81	3660 57	19 42
30 Pattern Storage & Repair	2028 61	12 01	2196 90	11 66
31 Core Room	1358 77	8 05	1422 60	7 55
32 Moulding	7375 02	43 68	8107 67	43 02
33 Melting	1536 73	9 10	1844 75	9 79
34 Cleaning & Grinding	3005 47	17 80	3451 29	18 31
Total Foundry Expense	15304 60	90 64	17023 21	90 33
49 Foundry Supervision	3507 02	20 77	3537 08	18 76
Total	24994 80	148 03	27689 14	146 91
Average Cost of Castings per Lb		.074		.073

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	168.852	72.9%	188.483	70.7%
Weight of Gates and Sprues	40.628	17.5	57.078	21.4
Weight of Bad Castings	21.883	9.4	20.507	7.7
Weight of Shrinkage	.526	.2	.638	.2
Total Weight of Metal Melted	231.889	100.0%	266.706	100.0%

RESPONDENT'S EXHIBIT 5

2216 Summary of Steel Foundry

Chicago Plant January 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	11332 05	40.76		
Core Room	902 53	3.25		
Moulding	2317 31	8 34		
Total Direct Labor	3219 84	11 59		
40 Pattern Storage	179 21	.64		
41 Core Room	1066 23	3 84		
42 Moulding	7931 86	28 53		
43 Melting	5055 93	18 19		
44 Cleaning & Grinding	9090 61	32 70		
47 Annealing	570 20	2 05		
Total Steel	23894 04	85 95		
49 Foundry Supervision	2857 66	10 28		
Total	41303 59	148 58		
Average Cost of Castings per lb		.074		

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	277.993	45.6%		
Weight of Gates & Sprues	193.478	31.7		
Weight of Bad Castings	15.922	2.6		
Weight of Shrinkage	122.707	20.1		
Total Weight of Metal Melted	610.100	100.0%		

2217 Summary of Steel Foundry

Chicago Plant February 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	11657 87	44 82	11494 96	42 72
Core Room	1423 97	5 47	1163 25	4 32
Moulding	1702 23	6 54	2009 77	7 47
Total Direct Labor	3126 20	12 01	3173 02	11 79
40 Pattern Storage	152 83	58	166 02	61
41 Core Room	1181 04	4 54	1123 63	4 18
42 Moulding	7607 59	29 25	7769 72	28 88
43 Melting	6047 54	23 25	5551 74	20 63
44 Cleaning & Grinding	9092 00	34 96	9091 30	33 79
47 Annealing	846 18	3 25	708 19	2 63
Total Steel	24927 18	95 83	24410 60	90 72
49 Foundry Supervision	3623 67	13 94	3240 67	12 05
Total	43334 92	166 60	42319 25	157 28
Average Cost of Castings per lb		.083		.078

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	260.106	44.4%	269.049	44.9%
Weight of Gates & Sprues	149.225	25.4	171.351	28.6
Weight of Bad Castings	8.160	1.4	12.041	2.0
Weight of Shrinkage	168.684	28.8	145.696	24.5
Total Weight of Metal Melted	586.175	100.0%	598.137	100.0%

2218 **Summary of Steel Foundry**

Chicago Plant **March 1937**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	13282 88	38 73	12090 93	41 17
Core Room	815 34	2 38	1047 28	3 56
Moulding	2575 10	7 51	2198 21	7 49
Total Direct Labor	3390 44	9 89	3245 49	11 05
40 Pattern Storage	76 86	23	136 30	46
41 Core Room	1007 61	2 93	1084 96	3 69
42 Moulding	9956 03	29 02	8498 49	28 94
43 Melting	5474 12	15 96	5525 86	18 82
44 Cleaning & Grinding	9826 05	28 65	9336 22	31 79
47 Annealing	742 01	2 16	719 46	2 45
Total Steel	27082 68	78 95	25301 29	86 15
49 Foundry Supervision	4303 43	12 55	3594 93	12 24
Total	48059 43	140 12	44232 64	150 61
Average Cost of Castings per lb		.070		.075

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	342.977	48.8%	293.692	46.4%
Weight of Gates & Sprues	215.990	30.7	186.231	29.4
Weight of Bad Castings	9.010	1.3	11.031	1.7
Weight of Shrinkage	135.323	19.2	142.238	22.5
Total Weight of Metal Melted	703.300	100.0%	633.192	100.0%

2219 **Summary of Steel Foundry**

Chicago Plant **April 1937**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	11157 54	44 09	11857 59	41 82
Core Room	761 30	3 01	975 79	3 44
Moulding	2538 94	10 03	2283 40	8 05
Total Direct Labor	3300 24	13 04	3259 19	11 49
40 Pattern Storage	117 11	46	131 50	46
41 Core Room	717 72	2 84	993 15	3 50
42 Moulding	8724 84	34 48	8555 07	30 17
43 Melting	5492 74	21 71	5517 58	19 46
44 Cleaning & Grinding	10231 62	40 44	9560 07	33 72
47 Annealing	935 11	3 70	773 38	2 73
Total Steel	26219 14	103 63	25530 75	90 05
49 Foundry Supervision	3595 01	14 21	3594 94	12 68
Total	44271 93	174 97	44242 47	156 04
Average Cost of Castings per lb		.087		.078

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	253.018	43.5%	283.524	45.7%
Weight of Gates & Sprues	218.044	37.6	194.184	31.3
Weight of Bad Castings	11.067	1.9	11.040	1.8
Weight of Shrinkage	98.621	17.0	131.334	21.2
Total Weight of Metal Melted	580.750	100.0%	620.082	100.0%

2220 Summary of Steel Foundry

Chicago Plant May 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	8367 41	44 93	11159 55	42 27
Core Room	701 45	3 77	920 92	3 49
Moulding	2198 83	11 81	2266 48	8 58
Total Direct Labor	2900 28	15 58	3187 40	12 07
40 Pattern Storage	163 74	88	137 95	52
41 Core Room	704 91	3 78	935 50	3 54
42 Moulding	7330 82	39 37	8310 22	31 47
43 Melting	4545 88	24 41	5323 24	20 16
44 Cleaning & Grinding	8236 05	44 23	9295 27	35 20
47 Annealing	1872 86	10 06	993 27	3 76
Total Steel	22854 26	122 73	24995 45	94 65
49 Foundry Supervision	2807 77	15.08	3437 51	13 02
Total	36929 72	198 32	42779 91	162 01
Average Cost of Castings per lb		.099		.081

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	186.214	43.3%	264.062	45.4%
Weight of Gates & Sprues	140.414	32.7	183.430	31.5
Weight of Bad Castings	6.362	1.5	10.104	1.7
Weight of Shrinkage	96.935	22.5	124.454	21.4
Total Weight of Metal Melted	429.925	100.0%	582.050	100.0%

2221 Summary of Steel Foundry

Chicago Plant June 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	12890 93	45 91	11448 12	42 90
Core Room	1120 54	3 99	954 19	3 57
Moulding	2677 02	9 53	2334 90	8 75
Total Direct Labor	3797 56	13 52	3289 09	12 32
40 Pattern Storage	172 54	61	143 71	54
41 Core Room	1114 19	3 97	965 28	3 62
42 Moulding	8199 95	29 20	8291 85	31 07
43 Melting	5620 01	20 02	5372 70	20 13
44 Cleaning & Grinding	10205 92	36 34	9447 04	35 40
47 Annealing	856 28	3 05	970 56	3 64
Total Steel	26169 59	93 19	25191 14	94 40
49 Foundry Supervision	3918 37	13 95	3517 65	13 19
Total	46776 45	166 58	43446 00	162 81
Average Cost of Castings per Lb		.083		.081

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	280.787	46.1%	266.849	45.5%
Weight of Gates & Sprues	170.271	27.9	181.237	30.9
Weight of Bad Castings	16.292	2.7	11.135	1.9
Weight of Shrinkage	141.800	23.3	127.345	21.7
Total Weight of Metal Melted	609.150	100.0%	586.566	100.0%

2222 **Summary of Steel Foundry**

Chicago Plant **July 1937**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	10947 85	42 16	11376 67	42 80
Core Room	1078 77	4 15	971 98	3 66
Moulding	2370 92	9 13	2340 05	8 80
Total Direct Labor	3449 69	13 28	3312 03	12 46
40 Pattern Storage	129 59	49	141 70	53
41 Core Room	982 28	3 78	967 71	3 64
42 Moulding	8942 90	34 44	8384 85	31 54
43 Melting	5404 55	20 81	5377 25	20 23
44 Cleaning & Grinding	9624 59	37 06	9472 40	35 63
47 Annealing	712 58	2 74	933 70	3 51
Total Steel	25796 49	99 32	25277 61	95 08
49 Foundry Supervision	3586 33	13 83	3527 46	13 27
Total	43780 36	168 59	43493 77	163 61
Average Cost of Castings per lb		.084		.082

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	259.691	48.0%	265.827	45.9%
Weight of Gates & Sprues	144.762	26.7	176.026	30.3
Weight of Bad Castings	10.938	2.0	11.107	1.9
Weight of Shrinkage	126.059	23.3	127.161	21.9
Total Weight of Metal Melted	541.450	100.0%	580.121	100.0%

2223 **Summary of Steel Foundry**

Chicago Plant **August 1937**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	10020 08	40 52	11207 08	42.53
Core Room	1052 98	4 26	982 11	3 73
Moulding	2442 65	9 87	2352 88	8 93
Total Direct Labor	3495 63	14 13	3334 99	12 66
40 Pattern Storage	123 07	49	139 37	53
41 Core Room	970 06	3.92	968 01	3 68
42 Moulding	7530 06	30 46	8278 01	31 42
43 Melting	4944 03	19 99	5323 10	20 20
44 Cleaning & Grinding	8790 52	35 56	9387 17	35 62
47 Annealing	553 29	2 24	886 15	3 36
Total Steel	22911 03	92 66	24981 81	94 81
49 Foundry Supervision	3454 00	13 99	2518 26	13 35
Total	39880 74	161 30	43042 14	163 35
Average Cost of Castings per lb		.080		.081

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	247.233	47.3%	263.502	46.1%
Weight of Gates & Sprues	149.131	28.5	172.664	30.1
Weight of Bad Castings	11.311	2.2	11.133	1.9
Weight of Shrinkage	115.170	22.0	125.663	21.9
Total Weight of Metal Melted	522.845	100.0%	572.962	100.0%

2224 Summary of Steel Foundry

Chicago Plant September 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	8833 71	36 48	10943 37	41 91
Core Room	926 79	3 83	975 96	3 74
Moulding	2451 86	10 12	2363 87	9 05
Total Direct Labor	3378 65	13 95	3339 83	12 79
40 Pattern Storage	159 79	66	141 64	54
41 Core Room	864 43	3 57	956 50	3 66
42 Moulding	8180 10	33 77	8267 13	31 66
43 Melting	4633 02	19 13	5246 42	20 09
44 Cleaning & Grinding	9704 98	40 07	9422 48	36 08
47 Annealing	598 68	2 47	854 21	3 27
Total Steel	24141 00	99 67	24888 38	95 30
49 Foundry Supervision	4217 63	17 41	3595 99	13 77
Total	40570 99	167 51	42767 57	163 77
Average Cost of Castings per Lb		.083		.081

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	242.199	49.1%	261.135	46.3%
Weight of Gates & Sprues	166.568	33.6	171.987	30.5
Weight of Bad Castings	6.820	1.4	10.654	1.9
Weight of Shrinkage	77.248	15.7	120.283	21.3
Total Weight of Metal Melted	492.835	100.0%	564.059	100.0%

2225 Summary of Steel Foundry

Chicago Plant October 1937

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	8458 01	42 48	10694 83	41 95
Core Room	648 61	3 26	943 23	3 70
Moulding	1922 46	9 65	2319 73	9 10
Total Direct Labor	2571 07	12 91	3262 96	12 80
40 Pattern Storage	98 65	49	137 34	54
41 Core Room	712 39	3 58	932 09	3 66
42 Moulding	6727 11	33 78	8113 13	31 82
43 Melting	4564 09	22 92	5178 19	20 31
44 Cleaning & Grinding	7755 09	38 95	9255 74	36 31
47 Annealing	683 22	3 43	837 11	3 28
Total Steel	20540 55	103 15	24453 60	95 92
49 Foundry Supervision	2746 14	13 79	3511 00	13 77
Total	34315 77	172 33	41922 39	164 44
Average Cost of Castings per Lb		.086		.082

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	199.128	47.4%	254.935	46.5%
Weight of Gates & Sprues	121.827	29.0	166.971	30.4
Weight of Bad Castings	6.897	1.6	10.278	1.8
Weight of Shrinkage	92.173	22.0	117.472	21.3
Total Weight of Metal Melted	420.025	100.0%	549.656	100.0%

2226 **Summary of Steel Foundry**

Chicago Plant **November 1937**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	7816 54	47 01	10433 17	42 26
Core Room	490 64	2 95	902 08	3 65
Moulding	1123 09	6 76	2210 95	8 96
Total Direct Labor	1613 73	9 71	3113 03.	12 61
40 Pattern Storage	71 92	43	131 39	53
41 Core Room	1143 29	6 88	951 29	3 85
42 Moulding	6973 80	41 94	8009 55	32 44
43 Melting	4563 32	27 45	5122 29	20 75
44 Cleaning & Grinding	6379 93	38 37	8994 31	36 43
47 Annealing	588 37	3 54	814 50	3 31
Total Steel	19720 63	118 61	24023 33	97 31
49 Foundry Supervision	2840 56	17 08	3450 05	13 97
Total	31991 46	192 41	41019 58	166 15
Average Cost of Castings per lb.		.096		.083

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	166.259	46.5%	246.873	46.4%
Weight of Gates & Sprues	69.591	19.4	158.118	29.7
Weight of Bad Castings	13.844	3.9	10.602	2.0
Weight of Shrinkage	108.216	30.2	116.631	21.9
Total Weight of Metal Melted	357.910	100.0%	532.224	100.0%

2227 **Summary of Steel Foundry**

Chicago Plant **December 1937**

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	4921 06	47 72	9965 33	42 43
Core Room	359 39	3 49	856 86	3 65
Moulding	1234 12	11 97	2129 54	9 07
Total Direct Labor	1593 51	15 46	2986 40	12 72
40 Pattern Storage	146 08	1 42	132 62	56
41 Core Room	440 94	4 27	908 76	3 87
42 Moulding	5717 49	55 44	7818 55	33 28
43 Melting	3638 02	35 28	4998 60	21 28
44 Cleaning and Grinding	4598 46	44 59	8627 98	36 73
47 Annealing	729 27	7 07	807 40	3 44
Total Steel	15270 26	148 07	23293 91	99 16
49 Foundry Supervision	391 76	2 92	3187 69	13 57
Total	22086 59	214 17	39433 33	167 88
Average Cost of Castings per lb		.107		.083

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	103.126	41.4%	234.894	46.2%
Weight of Gates & Sprues	72.183	28.9	150.957	29.7
Weight of Bad Castings	7.290	2.9	10.326	2.0
Weight of Shrinkage	66.701	26.8	112.470	22.1
Total Weight of Metal Melted	249.300	100.0%	508.647	100.0%

2228 Summary of Steel Foundry

Chicago Plant January 1938

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	3567 37	39 44		
Core Room	273 10	2.36		
Moulding	1152 23	9 95		
Total Direct Labor	1425 33	12 31		
40 Pattern Storage	105 57	91		
41 Core Room	478 94	4 14		
42 Moulding	4715 86	40 72		
43 Melting	3179 52	27 45		
44 Cleaning & Grinding	4085 81	35 28		
47 Annealing	720 36	6 22		
Total Steel	13286 06	114 72		
49 Foundry Supervision	1986 39	17 15		
Total	21265 15	183 62		
Average Cost of Castings per lb.		.092		

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	115.812	47.4%		
Weight of Gates & Sprues	67.084	27.5		
Weight of Bad Castings	2.164	.9		
Weight of Shrinkage	59.180	24.2		
Total Weight of Metal Melted	244.240	100.0%		

2229 Summary of Steel Foundry

Chicago Plant

February 1938

	This Month Expense	This Month Per Ton	Average This Year to Date Expense	Average This Year to Date Per Ton
Total Iron Melted	3622 26	44 17	4094 81	41 40
Core Room	200 19	2 44	236 65	2 39
Moulding	906 02	11 05	1029 12	10 40
Total Direct Labor	1106 21	13 49	1265 77	12 79
40 Pattern Storage	159 97	1 95	132 77	1 34
41 Core Room	404 19	4 93	441 56	4 46
42 Moulding	4226 83	51 55	4471 35	45 21
43 Melting	2305 14	28 11	2742 33	27 73
44 Cleaning and Grinding	3640 60	44 39	3863 21	39 06
47 Annealing	795 29	9 69	757 83	7 66
Total Steel	11532 02	140 62	12409 05	125 46
49 Foundry Supervision	1703 56	20 77	1844 97	18 65
Total	17965 05	219 05	19614 60	198 30
Average Cost of Castings per lb		.109		.099

	This Month Tons	This Month Percent	Average This Year to Date Tons	Average This Year to Date Percent
Weight of Good Castings	82.004	40.4%	98.908	44.2%
Weight of Gates and Sprues	56.550	27.9	61.817	27.6
Weight of Bad Castings	4.352	2.2	3.258	1.5
Weight of Shrinkage	59.919	29.5	59.549	26.7
Total Weight of Metal Melted	202.825	100.0%	223.532	100.0%

RESPONDENT EXHIBIT 6-A

2230 — Steel Cleaning Floor

Number	Name	Occupation	Hired	Laid Off
1280	W. Sich	Checker	5- 5-36	
1274	G. Belov	"	8-17-29	
1283	W. Sterling	Inspector	11-16-36	
1206	C. Novak	Arc Welder	6-22-36	11-29-37
1273	J. Kalamarie	" "	11-11-35	11-30-37
1257	S. Deskis	Arc and Gas Welder	6-22-36	1- 5-38
1220	P. Murphy	" " " "	8-28-33	
1296	P. Milaskus	Oven Tender	2-19-37	3-11-38
1221	I. Sholtes	" "	4-24-23	
1261	L. Ladd	Sand Blast Operator	4-29-35	
1233	W. Kalina	Trucker	10-22-36	1- 5-38
1240	H. Thiele	Cut-off Man	1-20-36	3-11-38
1212	Geo. Lackhouse	" " "	5- 8-34	
1216	F. Kubicke	" " "	12-23-12	
1242	J. Kostanski	Laborer	6-14-37	11- 9-37
1297	S. Oginta	"	3-31-37	11- 9-37
1289	P. Kotz	"	12-23-36	11- 9-37
1286	J. Cassani	" (Cut-off)	12- 9-36	11- 9-37
1284	F. Taut	"	11-19-36	11- 9-37
1278	J. Gambina	"	10-26-36	11-10-37
1250	S. Kouna	" (Cut-off)	7-28-36	1- 5-38
1227	J. Kukock	"	7-28-36	1- 5-38
1251	C. Kamert	"	4-22-36	3-11-38
1285	W. Yucas	Cut-off Chippers	12- 2-36	11- 1-37
1272	C. Galkus	" " "	2- 6-36	3-11-38
1282	James Bowen	Chippers	8- 5-37	10- 8-37
1287	T. Beason	"	7-19-37	11- 9-37
1288	C. Skowronski	"	12-16-36	11- 9-37
1259	M. Misek	"	10-26-36	11-10-37
1238	F. Kovack	"	10-22-36	11-10-37
1279	A. Zaleski	"	10- 7-36	3-11-38
1224	J. Schulz	"	8- 3-36	3-11-38
1277	A. Anges	"	7-28-36	3-11-38
1263	J. Seretim	"	5- 6-36	3-11-38
1213	A. Melcoskey	"	2- 6-36	3-11-38
1237	J. Vazanonis	"	11- 6-35	
1241	G. Gurnevaz	"	11- 6-35	
1207	J. Lazda	"	9-27-35	
1252	G. Pilitankas	"	4- 9-35	
2231				
1249	J. Lehrback	Chippers	3- 6-35	
1236	J. Bushlus	"	4-10-34	
1243	F. Novina	"	10-17-33	
1246	J. Grzegorzak	"	9- 6-33	
1258	J. Minichas	"	8- 4-33	
1226	M. Pyos	"	8-26-27	
1262	D. Krolecteoh	"	2-26-23	
1247	A. Smith	"	1-31-23	
1235	J. Hologua	"	5-23-12	
1294	A. Rimkus	Grinder	2-11-37	11-30-37
1217	P. Salenko	"	10-22-36	1- 5-38
1248	P. Wisnaski	"	4-14-33	
1218	K. Yotkus	"	6-13-23	
1219	J. Polowski	"	2- 8-23	
1222	F. Nutofke	"	1- 8-23	

RESPONDENT EXHIBIT 7-A

2232 Iron Floor

Number	Name	Occupation	Hired	Laid Off
1149	A. Glatz	Laborer	7-19-37	11- 5-37
1120	R. Burr	"	5-17-37	11- 5-37
1155	F. Markow	"	6-30-36	11- 5-37
1059	G. Larson	Moulder	5-19-36	11- 9-37
1057	Paul Bozurich	"	4-22-36	11- 9-37
1116	Joe Zickies	"	3- 3-36	
1044	J. Margie	"	11- 3-32	
1078	W. Matthews	"	11- 1-32	
1076	A. Loch	"	11- 1-32	
1043	J. Robinson	"	11- 1-32	
1045	G. Josefson	"	10- 8-23	
1042	E. Frit	"	4-13-23	
1051	F. Wasbuski	"	5-12-13	
1066	S. Petrouskis	"	4-28-13	
1052	T. Gillis	"	4- 7-13	
1124	J. Balskitis	Crane operator	1- 2-23	
1121	F. Kohler	" "	6-10-13	
1064	A. Wasilius	Flask man	2-15-23	
1158	John Filepas	Slinger man	5-24-23	
1126	E. White	Helper	8-31-33	
1137	J. Bredis	Sand mill operator	9-14-33	
1054	L. Moore	Iron pourer	7- 2-35	

March 14, 1938

RESPONDENT EXHIBIT 8-A

2233 Core Room

Number	Name	Occupation	Hired	Laid Off
1024	M. Gilmanten	Core maker	10- 5-37	11- 9-37
1175	Norman Parker App.	" "	6-21-37	3-10-38
1007	A. Persson	" "	6- 7-37	11- 9-37
1170	J. McNamara	" "	1-27-37	11- 9-37
1014	E. Keanne	" "	12-15-36	11- 9-37
1017	L. Zanowskis	" "	12- 9-36	11- 9-37
1134	A. Kazen	" "	7-13-36	11-17-37
1132	R. Bulanda	" "	7- 9-36	11-17-37
1101	S. Manaso	" "	6-23-36	11-17-37
1084	J. Jurkowski	" "	6- 9-36	11-17-37
1049	S. Balkauski	" "	5- 4-36	11-17-37
1048	B. Kritz	" "	5- 4-36	11-17-37
1047	E. Schew	" "	4-28-36	3-10-38
1041	J. Vrubly	" "	4-27-36	3-10-38
1006	A. Edges	" "	3-30-36	3-10-38
1008	S. Marsh	" "	3- 3-36	3-10-38
1013	B. Hayden	" "	10- 7-35	
1004	P. Valeikis	" "	12-11-35	
1039	J. Rizzo	" "	9- 6-34	
1003	Ward Brigham	" "	5- 9-34	
1019	F. Fakhouse	" "	9-11-33	
1011	Wm. Sivirmukas	" "	9- 7-33	
1020	M. Masilonis	" "	9- 6-33	
1027	Elizabeth Gillis	" "	12-13-32	
1002	Joe Gnacinski	" "	11- 1-32	
1118	Joe Sukorich	" "	11-21-33	
1033	Ralph Seniva	" "	8-11-27	
1037	Sam Ginta	" "	10-28-26	
1028	Hugo Geissler	" "	3-16-25	
1038	John Zansitis	" "	8- 2-23	
1021	John Egney	" "	12-18-17	
1025	F. Klimatis	" "	3-31-13	
1035	Jake Kamasauske	Oven tender	10-11-20	
1119	John Harvath	Crane operator	1- 4-34	
1029	C. Plagge	Laborer	4- 1-37	3-10-38
1125	J. Coes	"	3-13-35	
1036	Samon Kance	"	7-21-33	

March 14, 1938

RESPONDENT EXHIBIT 9-A

2234 Apprentices

Number	Name	Hired	Laid Off
1009	M. Hinckley	3- 3-36	
1022	E. Burton	12-12-35	
1010	W. Bolton	7- 5-35	
1026	F. Klimatis	4-12-35	
1015	J. Lubenker	3-12-35	
1005	J. Lubicki	3-11-29	

March 14, 1938

RESPONDENT'S EXHIBIT 10-A

2235

Carpenters

Number	Name	Occupation	Hired	Laid Off
1160	A. Kochan		4-26-34	
1129	J. Sharma		11- 1-22	

Pattern Storage

1173	E. Kipper	Vault	8-12-37	11- 4-37
1085	H. Scott	"	5-22-36	1- 7-38
1159	J. Lackhouse	"	4-17-36	1- 7-38
1166	M. Harris	"	10-31-32	
1168	T. Sterkus	"	2-20-24	
1178	J. Kowatch	Checker	2-20-28	

Janitors

1055	A. Davidson		11-17-36	3-10-38
1014	K. Rogalski (Cripple—1055 forfeited seniority)		8- 2-37	
1167	C. Olson		5- 8-29	

Gaggerman

1053	F. Solinko		4-28-37	

Office

1165	R. Loucka	Timekeeper	6-15-37	3-10-38
1164	D. Dwyer	S. E. "	12-15-36	3-10-38
1040	E. Wittkouski	Alloy	3-31-36	3-10-38
1016	R. Erickson	Production	1-28-36	
1034	E. Buterell	"	10-22-35	
1163	L. Vokac	"	4-30-30	
1281	L. Dicker	S. E. Clerk	8-27-23	
1007	J. Spicer	Maintenance		

March 14, 1938

RESPONDENT'S EXHIBIT 11-A

2236

Charging Floor and Cupola

Number	Name	Occupation	Hired	Laid Off
1106	L. Keupiekis	Cupola helper	9-14-36	3-11-38
1139	John Lekoujis	" "	2-25-35	
1156	L. Smith	" "	3-17-17	
1133	Charles Zimkus	" "	10-16-16	
1144	Geo. Lakhous	Cupola tapper	11- 4-37	
1142	Joe Slasas	"	12- 5-24	
1145	Z. Petroski	Coke man	6-27-33	
1146	Robert Hollaway	Crane Operator	8-20-23	
1162	Jesse Evans	Charging Floor	5-26-37	1- 6-38
1065	John Friedle	" "	8-11-27	
1141	Mike Klabanas	" "	2-16-25	
1138	Joe Pachzarcak	" "	6-24-20	

March 14, 1938

RESPONDENT'S EXHIBIT 12-A

2237

Sprocket Floor

Number	Name	Occupation	Hired	Laid Off
1172	Al Berger	Laborer	4- 7-37	3-10-38
1139	J. York	"	3-17-37	3-10-38
1110	Matt. Stumpf	"	7-24-36	3-10-38
1046	Fred Meyer	Moulder	12- 3-36	
1177	C. Ram	"	5-25-36	
1074	Tony Green	"	9- 5-34	
1114	A. Spagel	"	7-24-33	
1107	S. Skrudas	"	4-28-26	
1113	G. Weiner	"	2-19-23	
1109	B. Suskeinz	"	6-19-22	
1108	T. Grinis	"	4-23-17	
1117	Alex Slucas	Crane Man	3-12-35	

March 14, 1938

RESPONDENT'S EXHIBIT 13-A

2238

Bench Floor

Number	Name	Occupation	Hired	Laid Off
1059	Gust Larson	Laborer	11-29-37	3-10-38
1083	Joe Juraites	"	6- 3-36	3-10-38
1085	H. Scott	"	5-22-36	3-10-38
1032	W. Peters	Moulders Bench	2-15-37	
1111	S. Zalewa	" "	7- 7-36	
1099	J. Westerhoff	" "	6-15-36	
1127	Joe Thomas	" "	5-25-36	
1082	D. Pronshites	" "	4-28-36	
1058	F. Retterer	" "	4-15-35	
1060	F. Partske	" "	8- 2-33	
1073	E. Rieger	" "	7-31-33	
1070	J. Arak	" "	11-22-32	
1062	A. Wojick	" "	11- 1-32	
1063	J. Saibl	" "	11- 1-32	
1072	T. Masaitis	" "	8-17-27	
1067	J. Zebransky	" "	5-11-22	
1071	T. Jozapavick	" "	7-14-19	

March 14, 1938

RESPONDENT'S EXHIBIT 14-A

2239 Machine Floor

Number	Name	Occupation	Hired	Laid Off
1147	Walter Tubutes	Crane Operator	7-19-37	3-10-38
1150	Ed. Goode	" "	4- 7-36	
1123	John Wahonis	" "	11-22-32	
1174	Frank Kalnes	Laborer	6-21-37	11- 4-37
1176	Joe Andrickson	Machine Moulder	7- 1-37	1- 6-38
1068	John Lush	" "	2-11-37	1- 6-38
1079	Pete Kasper	" "	1-25-37	1- 6-38
1154	Kurt Rogell	" "	7- 6-36	3-10-38
1153	Ed Rudaites	" "	5- 5-36	3-10-38
1086	Pete Petrulis	" "	4- 1-35	
1097	Paul Froemke	" "	3-25-35	
1161	John Riba	" "	3-22-35	
1135	Felix Zitkus	" "	4-18-34	
1088	Mike Kriegler	" "	8-24-33	
1087	Stanley Gedra	" "	8-18-33	
1089	Steve Shiskauskis	" "	8-19-29	
1096	William Folkmit	" "	3- 3-26	
1080	William Unitus	" "	4-19-20	

March 14, 1938

RESPONDENT'S EXHIBIT 15-A

2240 Steel Floor

Number	Name	Occupation	Hired	Laid Off
1115	S. Schipstick	Maintenance	6-28-37	3-10-38
1148	E. Drefs	Laborer	5-24-37	11- 4-37
1112	L. Hermann	"	5-19-37	11- 4-37
1056	A. Zyles	"	6- 3-36	11- 4-37
1151	F. Janisch	Skimmer	7-20-36	
1143	J. Serpitis	"	3-12-35	
1122	J. Harneck	Crane Operator	1898	
1094	N. Kovats	Bench Moulder	10- 8-29	
1095	O. Mannstein	" "	6- 4-23	
1128	R. Olson	Floor Moulder	6-17-37	3-10-38
1169	E. Bara	" "	1- 7-37	3-10-38
1157	P. Kavalauskas	" "	1- 5-37	3-10-38
1012	Z. Petrouski	" "	3-31-36	3-10-38
1131	E. Kavalauskes	" "	9-16-36	
1092	F. Rimbutis	" "	1- 8-35	
1093	A. Balzweit	" "	4-11-34	
1102	J. Kachinsky	" "	3-16-26	
1103	W. Baltenkowas	" "	10- 5-25	
1098	J. Barados	" "	12- 8-24	
1090	C. Petrauski	" "	9-12-22	
1095	S. Shukas	" "	9- 5-17	

March 14, 1938

RESPONDENT'S EXHIBIT 16-A

2241 — Iron Cleaning

Number	Name	Occupation	Hired	Laid Off
1229	J. Zunette	Checker	9-19-23	
1263	J. Tomas	Gas Welder	8-17-36	3-11-38
1299	T. Murphy	Scale Man	4- 8-37	1- 6-38
1203	R. Laird	Maintenance Mechanic		
1215	C. Knuska	Inspector	12-27-35	
1214	F. Galita	Sand Blast Operator	5- 8-34	
1260	J. Lazdauski	" " "	10-29-28	
1267	C. Engstrom	Trucker	10-19-28	
1255	T. Rimkus	Swing Grinder	6-14-22	
1210	V. Wichert	Splitter	11- 5-15	
1202	T. Breditis	Mill Man	8- 8-33	
1265	J. Sulech	" "	6- 6-28	
1264	F. Marzick	" "	3-22-20	
1203	A. Thomas	Laborer	8- 9-37	10- 8-37
1280	R. Hill	"	8- 3-37	10- 8-37
1230	L. Wallis	"	7-30-37	10- 8-37
1298	P. Yuniocah	"	4- 2-37	10- 8-37
1204	A. Wojeck	"	6-19-36	1- 6-38
1270	M. Kachinsky	"	4-22-36	3-11-38
1245	K. Matulickas	"	11- 6-35	
1211	J. Chuapis	Grinder	9-24-34	
1269	P. Kiseluis	"	5-21-29	
1271	S. Kravarik	"	1-15-25	
1208	J. Yuskis	"	8- 6-19	
1234	J. Petrauskis	"	2- 5-16	
1295	F. Horn	Chipper	3-19-37	11-29-37
1293	F. Sasama	"	1-27-37	1- 6-38
1275	J. Kosir	"	4-28-36	3-11-38
1268	W. Hannastead	"	2- 6-36	3-11-38
1256	N. James	"	1-27-36	3-11-38
1239	S. Jurgasti	"	6-18-35	
1244	J. Denunzio	"	4-23-35	
1254	G. Guadanama	"	4- 9-35	
1228	H. Frisch	"	4- 5-35	
1209	A. Doulgrass	"	3-20-35	
1276	P. Wisnaski	"	8- 2-33	
1201	F. Belle	"	6- 9-27	
1253	W. Wykepis	"	11-24-19	

March 14, 1938

RESPONDENT'S EXHIBIT 17-A

2242 **Night Shakeout**

Number	Name	Occupation	Hired	Laid Off
1182	W. Tanckus	Laborer	8-25-37	3-10-38
1196	L. Raudes	"	7-21-37	3-10-38
1192	F. Rymkus	"	5-20-37	3-10-38
1199	A. Maukauskis	"	3- 5-37	3-10-38
1180	T. Gumbar	"	9-11-36	
1194	J. Walch	"	4- 2-36	
1181	V. Lukos	"	2- 3-36	
1185	K. Romaskey	"	12-16-35	
1187	A. Missus	"	3- 6-35	
1195	C. Lee	"	7-24-34	
1193	M. Shaikus	"	2- 1-34	
1191	S. Griggs	"	8-15-33	
1184	J. Samones	"	7- 9-28	
1186	I. Strakates	"	10-26-26	
1198	J. Klinas	"	5- 1-25	
1188	P. Buckus	Crane Operator	7-31-33	

March 14, 1938

RESPONDENT'S EXHIBIT 18-A

2243 **Convertor**

Number	Name	Occupation	Hired	Laid Off
1140	Joe Kisulius	Helper	3-22-35	
1069	John Kazanauckas	"	11-15-32	
1136	Pete Zylinski	Operator	8- 7-28	
1130	James Steele	"	4-14-19	

March 14, 1938

RESPONDENT'S EXHIBIT 19-A

2244 Pattern Shop

Number	Name	Occupation	Hired	Laid Off
6	F. Lello	Handy Man	1- 3-36	2-25-38
1	E. Coyle	Timekeeper	8-20-37	
10	E. Wright	Metal Pattern Maker	2-20-20	
7	T. Johnson	Apprentice	4-23-34	
5	J. Blair	Wood Pattern Maker	8- 5-36	11- 5-37
4	A. Johnson	" " "	7-22-36	11- 5-37
20	D. Lindstrom	" " "	7-17-36	11- 5-37
4	A. Carlson	" " "	10-26-36	(Pre-ser.)
17	J. Walznak	" " "	4-22-36	
18	A. Ericson	" " "	11-16-35	
15	D. Hill	" " "	11-11-35	
16	O. Vyerka	" " "	1-23-35	
14	R. Siegle	" " "	1-22-35	
8	G. Belanger	" " "	8- 3-33	
9	W. Bronski	" " "	7-31-33	
23	P. Klose	" " "	10-31-27	
19	S. Berklund	" " "	5-21-25	
12	Jack Young	" " "	1-23-20	
21	E. Johnson	" " "	6- 9-19	
11	J. Van Plew	" " "	6- 9-19	
2	W. Sladek	" " "	1898	
13	J. Mack	Janitor	1-19-16	

March 14, 1938

RESPONDENT'S EXHIBIT 6

2245 Steel Cleaning Room

Number	Name	Occupation	Hired	Laid Off
1206	C. Novak	Arc Welder	6-22-36	11-29-37
1273	J. Kalamarie	" "	11-11-35	11-30-37
1257	S. Diskis	Arc & Gas Welder	6-22-36	1- 5-38
1296	P. Milaskus	Oven Tender	2-19-37	3-11-38
1240	H. Thiels	Torch Man	1-20-36	3-11-38
1282	James Bowen	Chipper	8- 5-37	10- 8-37
1287	T. J. Beason	"	7-19-37	11- 9-37
1242	J. Kostanski	Laborer	6-14-37	11- 9-37
1297	S. Oginta	"	3-31-37	11- 9-37
1294	A. Rimkus	Grinder	2-11-37	11-30-37
1289	P. Kotz	Laborer	12-23-36	11- 9-37
1288	C. Skowronski	Chipper	12-16-36	11- 9-37
1286	J. Cassani	Laborer Cutoff	12- 9-36	11- 9-37
1285	W. Yucas	Cutoff Chipper	12- 2-36	11-10-37
1284	F. Taut	Laborer	11-19-36	11- 9-37
1278	J. Gambina	"	10-26-36	11-10-37
1259	M. Misek	Chipper	10-26-36	11-10-37
1238	F. Kovack	"	10-22-36	11-10-37
1233	W. Kalina	Truck Driver	10-22-36	1- 5-38
1217	P. Salenko	Grinder	10-22-36	1- 5-38
1279	A. Zaleski	Chipper	10- 7-36	3-11-38
1224	J. Schulz	"	8- 3-36	3-11-38
1250	S. Kouna	Laborer	7-28-36	1- 5-38
1227	J. Kukock	"	7-28-36	1- 5-38
1277	A. Auges	Chipper	7-28-36	3-11-38
1263	J. Seretin	"	5- 6-36	3-11-38
1251	C. Kamert	Laborer	4-22-36	3-11-38
1272	C. Galkus	Cutoff Chipper	2- 6-36	3-11-38
1213	A. Melcoskey	Chipper	2- 6-36	3-11-38
1283	W. Sterling	Inspector	11-16-36	
1280	W. Sich	Checker & Assistant Foreman	5- 5-36	
1237	J. Vazanonis	Chipper	11- 6-35	
1241	G. Gurnevaz	"	11- 6-35	
1207	J. Lazda	"	9-27-35	
1261	L. Ladd	Sand Blast Opr	4-29-35	
1252	G. Pilitaukas	Chipper	4- 9-35	
1249	J. Lehrback	"	3- 6-35	
1212	G. Lackhouse	Torch Man	5- 8-34	
1236	J. Bushlus	Chipper	4-10-34	
1243	F. Novina	"	10-17-33	
1246	J. Grzegorzak	"	9- 6-33	
1220	P. Murphy	Gas & Arc Welder	8-28-33	
1258	J. Minichas	Chipper	8- 4-33	
1248	P. Wisnaski	Grinder	4-14-33	
1274	G. Belov	Checker	8-17-29	
1226	M. Pyoz	Chipper	8-26-27	
1218	K. Yotkus	Grinder & Chipper	6-13-23	
1221	I. Sholtes	Oven Tender	4-24-23	
1262	D. Krolectech	Chipper	2-26-23	
1219	J. Polowski	Grinder	2- 8-23	
1247	A. Smith	Chipper	1-31-23	
1222	I. Nutofke	Grinder	1- 3-23	
1216	F. Kubicke	Torch Man	12-23-12	
1235	J. Hologus	Chipper	5-23-12	

March 14, 1938.

RESPONDENT'S EXHIBIT 7

2246 Iron Floor

Number	Name	Occupation	Hired	Laid-Off
1149	A. Glatz	Laborer	7-19-37	11- 5-37
1120	R. Burr	"	5-17-37	11- 5-37
1155	F. Markow	"	6-30-36	11- 5-37
1059	G. Larson	Molder	5-19-36	11- 9-37
1057	Paul Bozurich	"	4-22-36	11- 9-37
1116	Joe Zickies	Gear Molder	3- 3-36	
1054	L. Moore	Iron Pourer	7- 2-35	
1137	J. Bredis	Sand Mill Opr	9-14-33	
1126	E. White	Helper	8-31-33	
1044	J. Margie	Molder	11- 3-32	
1078	W. Matthews	"	11- 1-32	
1076	A. Loch	"	11- 1-32	
1043	J. Robinson	"	11- 1-32	
1045	G. Josefson	"	10- 8-23	
1158	John Filepas	Slinger Man	5-24-23	
1042	E. Frit	Mlder	4-13-23	
1064	A. Wasilius	Flask Man	2-15-23	
1124	J. Balskitis	Crane Man	1- 2-23	
1051	F. Wasbuski	Mlder	5-12-13	
1066	S. Petrouskis	"	4-28-13	
1121	F. Kohler	Crane Opr	6-10-13	
1052	T. Gillis	Mlder	4- 7-13	

March 14, 1938

RESPONDENT'S EXHIBIT 8

2247 Core Room

Number	Name	Occupation	Hired	Laid Off
1024	M. Gilmanten	Core Maker	10- 5-37	11- 9-37
1175	Norman Parker APP	" "	6-21-37	3-10-38
1007	A. Persson	" "	6- 7-37	11- 9-37
1029	C. Plagge	Laborer Sand Mixer	4- 1-37	3-10-38
1107	J. McNamara	Core Maker	1-27-37	11- 9-37
1014	E. Keanne	" "	12-15-36	11- 9-37
1017	L. Zanowskis	" "	12- 9-36	11- 9-37
1134	A. Kazen	" "	7-13-36	11-17-37
1132	R. Bulanda	" "	7- 9-36	11-17-37
1101	S. Manaso	" "	6-23-36	11-17-37
1084	J. Jorkowski	" "	6- 9-36	11-17-37
1049	S. Balkowski	" "	5- 4-36	11-17-37
1048	B. Kritz	" "	5- 4-36	11-17-37
1047	E. Schew	" "	4-28-36	3-10-38
1041	J. Vrubly	" "	4-27-36	3-10-38
1006	A. Edges	" "	3-30-36	3-10-38
1008	S. Marsh	" "	3- 3-36	3-10-38
1013	B. Hayden	" "	10- 7-35	
1004	P. Valeikis	" "	12-11-35	
1125	J. Coez	Laborer	3-13-35	
1039	J. Rizzo	Core Maker	9- 6-34	
1003	Ward Brigham	" "	5- 9-34	
1119	John Harvath	Crane Opr	1- 4-34	
1019	F. Kakhouse	Core Maker	9-11-33	
1011	Wm. Svirmukas	" "	9- 7-33	
1020	M. Masilonis	" "	9- 6-33	
1036	Samon Kance	Laborer Oven	7-21-33	
1027	Elizabeth Gillis	Core Maker	12-13-32	
1002	Joe Gnacinski	" "	11- 1-32	
1118	Joe Sukorich	" "	11-21-33	
1033	Ralph Seniva	" "	8-11-27	
1037	Sam Ginta	" "	10-28-26	
1028	Hugo Geissler	" "	3-16-25	
1038	John Zansitis	" "	8- 2-23	
1035	Jake Kamasauske	Oven Tender	10-11-20	
1021	John Egney	Core Maker	12-18-17	
1025	F. Kilmatis	" "	3-31-13	

March 14, 1938

RESPONDENT'S EXHIBIT 9

2248

Apprentices

Number	Name	Occupation	Hired	Laid Off
1009	M. Hinckley		3- 3-36	
1022	E. Burton		12-12-35	
1010	W. Bolton		7- 5-35	
1026	F. Klimatis		4-12-35	
1015	J. Kubenker		3-12-35	
1005	J. Lubicki		3-11-29	

March 14, 1938

RESPONDENT'S EXHIBIT 10

2249

Carpenters

Number	Name	Occupation	Hired	Laid Off
1160	A. Kochan		4-26-34	
1129	J. Sharma		11- 1-22	
		Patt. Storage		
1173	E. Kipper	Vault	8-12-37	11- 4-37
1085	H. Scott	"	5-22-36	1- 7-38
1159	J. Lackhouse	"	4-17-36	1- 7-38
1166	M. Harris	"	10-31-32	
1178	J. Kowatch	Checker	2-20-28	
1168	T. Storkus	Vault	2-20-24	
		Janitors		
1055	A. Davidson		11-17-36	3-10-38
1014	E. Rogalski	Cripple 1055 forfeited	8- 2-37	
1167	C. Olson		5- 8-29	
		Gaggerman		
1053	F. Solinko		4-28-37	
		Office		
1165	R. Loucka	Time Keeper	6-15-37	3-10-38
1164	D. Dwyer	S. E. " "	12-15-36	3-10-38
1040	E. Wittkouski	Alloy	3-31-36	3-10-38
1016	R. Erickson	Prod	1-28-36	
1034	E. Buterell	"	10-22-35	
1163	L. Vokac	"	4-30-30	
1281	L. Dicker	S. E. Clerk	8-27-23	
1007	J. Spicer	(Maintenance)		

March 14, 1938

RESPONDENT'S EXHIBIT 11

2250 Charging Floor and Cupola

Number	Name	Occupation	Hired	Laid Off
1162	Jesse Evans	Charge floor	5-26-37	1- 6-38
1106	Al. Keupiekis	Cupola helper	9-14-36	3-11-38
1189	John Lekoujis	" "	2-25-35	
1145	Z. Petroski	Coke man	6-27-33	
1065	John Friedle	Charge floor	8-11-27	
1144	Geo. Lekhous	Cupola tapper	11- 4-27	
1141	Mike Klabanas	Charge floor	2-16-25	
1142	Joe Slazas	Cupola Tapper	12- 5-24	
1146	Robt. Hollaway	Crane Opr. Chge. Flr.	8-30-23	
1138	Joe Pachzarcak	Chge. floor	6-24-20	
1156	L. Smith	Cupola helper	3-17-17	
1133	Chas. Zimkus	Cupola helper	10-16-16	

March 14, 1938

RESPONDENT'S EXHIBIT 12

2251 Sprocket Floor

Number	Name	Occupation	Hired	Laid Off
1172	Al Berger	Laborer	4- 7-37	3-10-38
1139	J. York	"	3-17-37	3-10-38
1110	Matt. Stumpf	"	7-24-36	3-10-38
1046	Fred Meyer	Molder	12- 3-36	
1177	C. Ram	"	5-25-36	
1117	Alex Slucas	Crane Man	3-12-35	
1074	Tony Green	Sprocket mlder	9- 5-34	
1114	A. Spagel	" "	7-24-33	
1107	S. Skrudas	" "	4-28-26	
113	G. Weiner	Molder	2-19-23	
109	B. Suskeinz	"	6-19-22	
1108	T. Grinis	"	4-23-17	

March 14, 1938

RESPONDENT'S EXHIBIT 13

2252 — Bench Floor

Number	Name	Occupation	Hired	Laid Of
1059	Gust Larson	Laborer	11-29-37	3-10-3
1083	Joe Juriates	"	6- 3-36	3-10-3
1085	H. Scott	"	5-22-36	3-10-3
1032	W. Peters	Molders Bench	2-15-37	
1111	S. Zalewa	" "	7- 7-36	
1099	J. Westerhoff	" "	6-15-36	
1127	Joe Thomas	" "	5-25-36	
1082	D. Pronshites	" "	4-28-36	
1058	F. Retterer	" "	4-15-35	
1060	F. Partake	" "	8- 2-33	
1073	E. Rieger	" "	7-31-33	
1070	J. Arak	" "	11-22-32	
1062	A. Wojick	" "	11- 1-32	
1063	T. Saibl	" "	11- 1-32	
1072	T. Masaitis	" "	8-17-27	
1067	J. Zebranaky	" "	5-11-22	
1071	T. Josapavick	" "	7-14-19	

March 14, 1938

RESPONDENT'S EXHIBIT 14

2253 — Machine Floor

Number	Name	Occupation	Hired	Laid Of
1147	Walter Tubutes	Crane operator	7-19-37	3-10-3
1176	Joe Andrickson	Mach. molder	7- 1-37	1- 6-3
1174	Frank Kalnes	Laborer M. F	6-21-37	11- 4-3
1068	John Lush	Mach. molder	2-11-37	1- 6-3
1079	Pete Kasper	" "	1-25-37	1- 6-3
1154	Kurt Rogell	" "	7- 6-36	3-10-3
1153	Ed Rudaites	" "	5- 5-36	3-10-3
1150	Ed Goode	Crane Op. Mach	4- 7-36	
1086	Pete Petrulis	Mach. molder	4- 1-35	
1097	Paul Froemke	" "	3-25-35	
1161	John Riba	" "	3-22-35	
1135	Felix Zitkus	" "	4-18-34	
1088	Mike Kriegler	" "	8-24-33	
1087	Stanley Gedra	" "	8-18-33	
1123	John Wahonis	Crane Opr	11-22-32	
1089	Steve Shiskaulas	Mach. molder	8-19-29	
1096	Wm. Folkmit	" "	3- 3-26	
1080	Wm. Unitus	" "	4-19-20	

March 14, 1938

RESPONDENT'S EXHIBIT 15

2254 Steel Floor

Number	Name	Occupation	Hired	Laid Off
1115	S. Schipstick	Maintenance	6-28-37	3-10-38
1148	E. Dreis	Laborer	5-24-37	11- 4-37
1112	L. Hermann	"	5-19-37	11- 4-37
1157	P. Kavalauskas	Molder	1- 5-37	3-10-38
1056	A. Zyles	Laborer	6- 3-36	11- 4-37
1128	R. Olson	Molder	6-17-37	3-10-38
1169	E. Bara	"	1- 7-37	3-10-38
1012	Z. Petrouski	"	3-31-36	3-10-38
1151	F. Janisch	Skimmer	-20-36	
1131	E. Kavalauses	Molder	9-16-36*	old timer
1143	J. Serpitis	Skimmer	3-12-35	
1092	F. Rimbatis	Molder	1- 8-35	
1093	A. Balywéit	"	4-11-34	
1094	N. Kovats	Molder (bench)	10- 8-29	
1102	J. Kachmack	"	3-16-26	
1103	W. Baltenkowas	"	10- 5-25	
1098	J. Barados	" (bench)	12- 8-24	
1095	O. Mannstein	" "	6- 4-23	
1090	C. Petrauski	"	9-12-22	
1091	S. Shikis	"	9- 5-17	
1122	J. Harneck	Craneman	1898	

March 14, 1938

RESPONDENT'S EXHIBIT 16

2255 Iron Cleaning

Number	Name	Occupation	Hired	Laid Off
1229	J. Zunette	Checker	9-19-23	
1293	A. Thomas	Laborer	8- 9-37	10- 8-37
1280	R. Hill	"	6- 3-37	10- 8-37
1230	L. Wallis	"	7-30-37	10- 8-37
1299	T. Murphy	" Scale Opr	4- 8-37	1- 6-38
1298	P. Yuniccah	Laborer	4- 2-37	10- 8-37
1295	F. Horn	Chipper	3-19-37	11-29-37
1293	F. Sazama	"	1-27-37	1- 6-38
1263	J. Tomas	Gas Welder	8-17-36	3-11-38
1204	A. Wojeck	Laborer	6-19-36	1- 6-38
1275	J. Kosir	Chipper	4-28-36	3-11-38
1270	M. Kachinsky	Laborer	4-23-36	3-11-38
1268	W. Hannastead	Chipper	2- 6-36	3-11-38
1256	N. James	"	1-27-36	3-11-38
1203	R. Laird (Maintenance Mach.) from tool room			
1215	C. Knuska	(Inspector)	12-27-35	
1245	K. Matuliokas	Laborer	11- 6-35	
1239	S. Jorgasti	Chipper	6-18-35	
1244	J. De Nunzio	"	4-23-35	
1254	G. Guadanama	"	4- 9-35	
1228	H. Frisch	"	4- 5-35	
1209	A. Doulgrass	"	3-20-35	
1211	J. Chuapis	Gear Grinder	9-24-34	
1214	F. Galita	Sand Blast Op	5- 8-34	
1202	T. Breditie	Mill man	8- 8-33	
1276	P. Wisnaski	Chipper	8- 2-33	
1269	P. Kiseluis	Grinder	5-21-29	
1260	J. Lazdauski	Sand Blast Op	10-29-28	
1267	C. Engstrom	Trucker	10-19-28	
1265	J. Sulech	Mill room	6- 6-28	
1201	F. Belle	Chipper	6- 9-27	
1271	S. Kravarik	Grinder	1-15-25	
1255	T. Rimkus	(Swing Grinder)	6-14-22	
1264	F. Marzick	(Mill man)	3-22-20	
1253	W. Wykepis	Chipper	11-24-19	
1208	J. Yuskis	Grinder	8- 6-19	
1234	J. Petrauskis	Spkt. grinder	2- 5-16	
1210	V. Wichert	Splitter	11- 5-15	

March 14, 1938

RESPONDENT'S EXHIBIT 17

2256 Night Shakeout

Number	Name	Occupation	Hired	Laid Off
1182	W. Tanckus	Laborer	8-25-37	3-10-38
1196	L. Raudes	"	7-21-37	3-10-38
1192	F. Rymkus	"	5-20-37	3-10-38
1199	A. Maukauskis	"	3- 5-37	3-10-38
1180	T. Gumbar	"	9-11-36	
1194	J. Waich	"	4- 2-36	
1181	V. Lukos	"	2- 3-36	
1185	K. Romaskey	"	12-16-35	
1187	A. Missus	"	3- 6-35	
1195	C. Lee	"	7-24-34	
1193	M. Shaikus	"	2- 1-34	
1191	S. Griggs	"	8-15-33	
1188	P. Buckus	Crane Op	7-31-33	
1184	J. Samones	Laborer	7- 9-28	
1186	I. Strakates	"	10-26-26	
1198	J. Klinas	"	5- 1-25	

March 14, 1938

RESPONDENT'S EXHIBIT 18

2257 Convertor

Number	Name	Occupation	Hired	Laid Off
1069	John Kazanauckas	Helper	11-15-32	
1140	Joe Kisulius	"	3-22-35	
1136	Pete Zylinski	Operator	8- 7-28	
1130	James Steele	"	4-14-19	

March 14, 1938

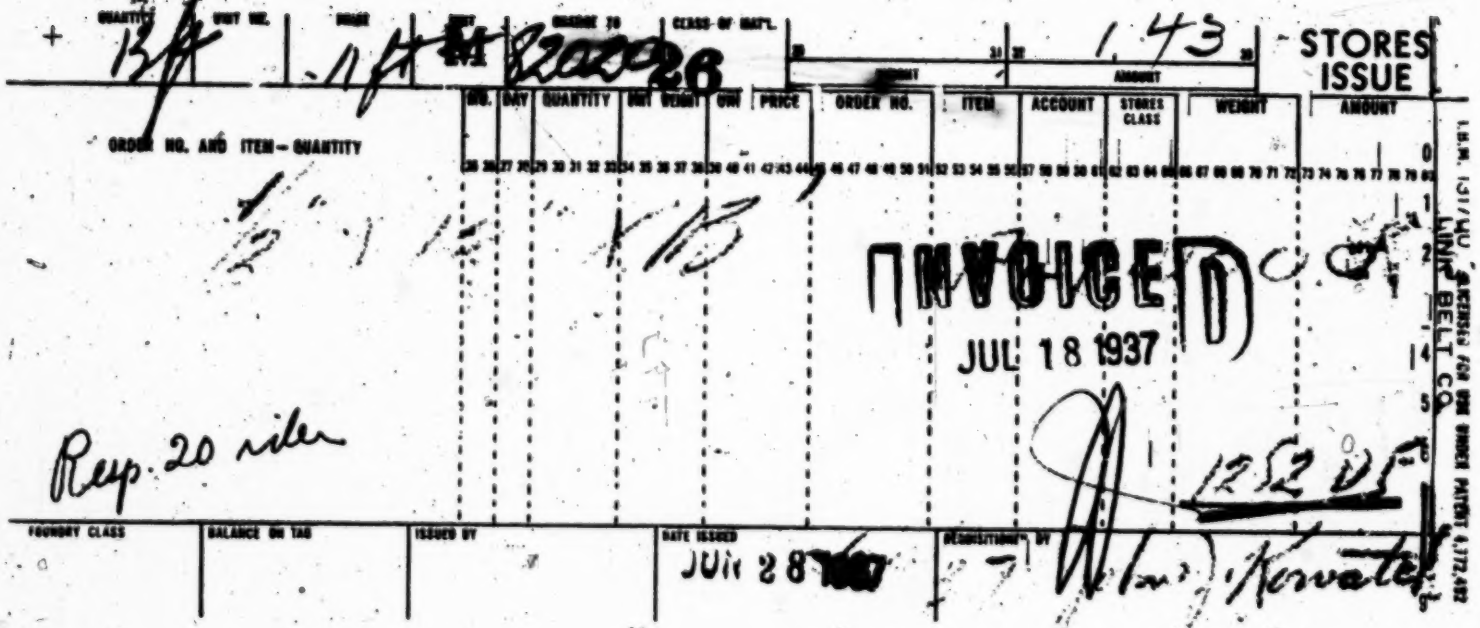
RESPONDENT'S EXHIBIT 19

2258 Pattern Shop

Number	Name	Occupation	Hired	Laid Off
DP 5	J. Blair	Pattern maker	8- 5-36	11- 5-37
4	A. Johnson	" "	7-22-36	11- 5-37
20	D. Lindstrom	" "	7-17-36	11- 5-37
6	F. Lello	(Boy in Patt. shop)	1- 3-36	2-25-38
1	E. Coyle	(Time-keeper)	8-20-37	
4	A. Carlson	(Patt. maker Pre-ser)	10-26-36	
17	J. Wolznak	(Caldwell-Moore)transfer	4-22-36	
18	A. Erickson	Pattern maker	11-16-35	
15	D. Hill	" "	11-11-35	
16	O. Byerka	" "	1-23-35	
14	R. Siegle	" "	1-22-35	
8	G. Belanger	" "	8- 3-33	
9	W. Bronski	" "	7-31-33	
23	P. Klose	" "	10-31-27	
19	S. Berklund	" "	5-21-25	
10	El Wright	Metal Patt. maker	2- 2-20	
12	Jack Young	Pattern maker	1-23-20	
21	E. Johnson	" "	6- 9-19	
11	J. Van Plew	" "	6- 9-19	
13	J. Mack	Janitor	1-19-16	
2	W. Sladek		1898(?)	
7	T. Johnson	Apprentice	1-24-34	

March 14, 1938

Respondent's Exhibit 20



1393

Blank Page

2260 RESPONDENT'S EXHIBITS 21 TO 23.
Marked for Identification Only.

2261 RESPONDENT'S EXHIBIT NO. 24.

#1274

George Belov
Time Cards.

Blank Page

3680

LABOR CARD

4455 | 1274 | 46 | 80

Rep Ey 24 id

Straight Checked

LINK BELT CO.

L.B.M. 131705

| | | |

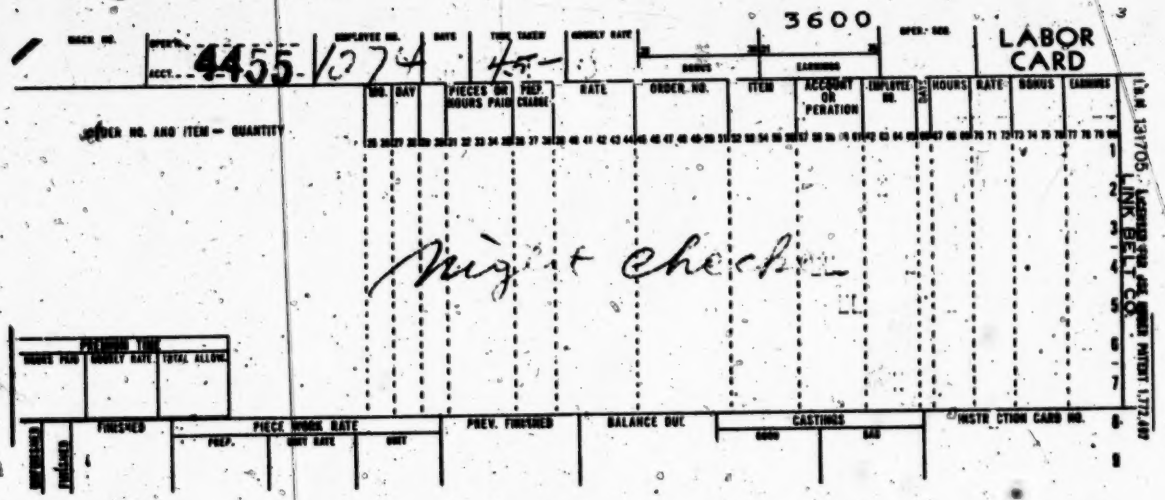
Blank Page



			ELAPSED TIME	OVERTIME ALLOWANCE	TOTAL HRS.
APR 20 - 7.0	STOP	MONDAY	9 -	1 -	Straight
	START				
APR 21 - 7.0	STOP	TUESDAY	9 -	1 -	
APR 20 - 22.0	START				
APR 22 - 7.0	STOP	WEDNESDAY	9 -	1 -	
APR 21 - 22.0	START				
APR 23 - 7.0	STOP	THURSDAY	9 -	1 -	
APR 22 - 22.0	START				
APR 24 - 7.0	STOP	FRIDAY	9 -	1 -	
APR 23 - 22.0	START				
	STOP	SATURDAY			
	START				
	STOP	SUNDAY			
	START				
		TOTAL TIME TAKEN			

1899

Blank Page



			ELAPSED TIME	WORKING ALLOWANCE	TOTAL HRS.
MAY 4 - 7.0	STOP	MONDAY	9 -	1 -	
MAY 5 - 7.0	START				
MAY 4 - 22.0	STOP	TUESDAY	9 -	1 -	
MAY 6 - 7.0	START				
MAY 5 - 22.0	STOP	WEDNESDAY	9 -	1 -	
MAY 7 - 7.0	START				
MAY 6 - 22.0	STOP	THURSDAY	9 -	1 -	
MAY 8 - 7.0	START				
MAY 7 - 22.0	STOP	FRIDAY	9 -	1 -	
	START				
	STOP	SATURDAY			
	START				
	STOP	SUNDAY			
	START				
	TOTAL TIME TAKEN				

Straight

L.B.M. 131228-BACK

1401

Blank Page

MACH. NO. | OPER'S ACCT. NO. 4455 | EMPLOYEE NO. 1274 | DATE | TIME TAKEN 45- | HOURLY RATE .80 | 3600 OPER. NO. | LABOR CARD

ORDER NO. AND ITEM — QUANTITY

MO. DAY | PIECES OR HOURS PAID | PROD. CREDIT | RATE | ORDER NO. | ITEM | ACCOUNT OR OPERATION | EMPLOYEE NO. | DEPT. | HOURS | RATE | BONUS | EARNINGS

Night Check

PREMIUM TIME: HOURS PAID | HOURLY RATE | TOTAL ALLOW.

UNFINISHED | finished | FINISHED | PIECE WORK RATE: PREP. | UNIT RATE | UNIT | PREV. FINISHED | BALANCE DUE | CASTINGS: GOOD | BAD | INSTRUCTION CARD NO.

I.B.M. 131705 LEDGER-PAK PAT. NUMBER 1,772,487 LINK BELT CO.

I.B.M. 131228-BACK

			ELAPSED TIME	DEDUCTIONS ALLOWANCES	TOTAL HRS.
APR 27 7.0	STOP	MONDAY	9-	1-	Straight
	START				
APR 28 - 7.0	STOP	TUESDAY	9-	1-	
	START				
APR 29 - 7.0	STOP	WEDNESDAY	9-	1-	
APR 28 22.0	START				
APR 30 - 7.0	STOP	THURSDAY	9-	1-	
	START				
MAY 1 - - 7.0	STOP	FRIDAY	9-	1-	
APR 30 22.0	START				
	STOP	SATURDAY			
	START				
	STOP	SUNDAY			
	START				

TOTAL TIME TAKEN

1403

Blank Page

3200

LABOR CARD

ACCT. NO. 4455 | EMPLOYEE NO. 1574 | DATE | TIME TAKEN 11 | HOURLY RATE 8

BONUS | EARNINGS | OPER. NO.

ORDER NO. AND ITEM — QUANTITY

NO. | DAY | PIECES OR HOURS PAID | PROD. CHARGE | RATE | ORDER NO. | ITEM | ACCOUNT OR PERATION | EMPLOYEE NO. | DATE | HOURS | RATE | BONUS | EARNINGS

night shift

L.B.M. 131705 LICENSED UNDER MFG. BONUS PATENT 1,772,487 LINK BELT CO.

PREMIUM TIME: HOURS PAID | HOURLY RATE | TOTAL ALLOW.

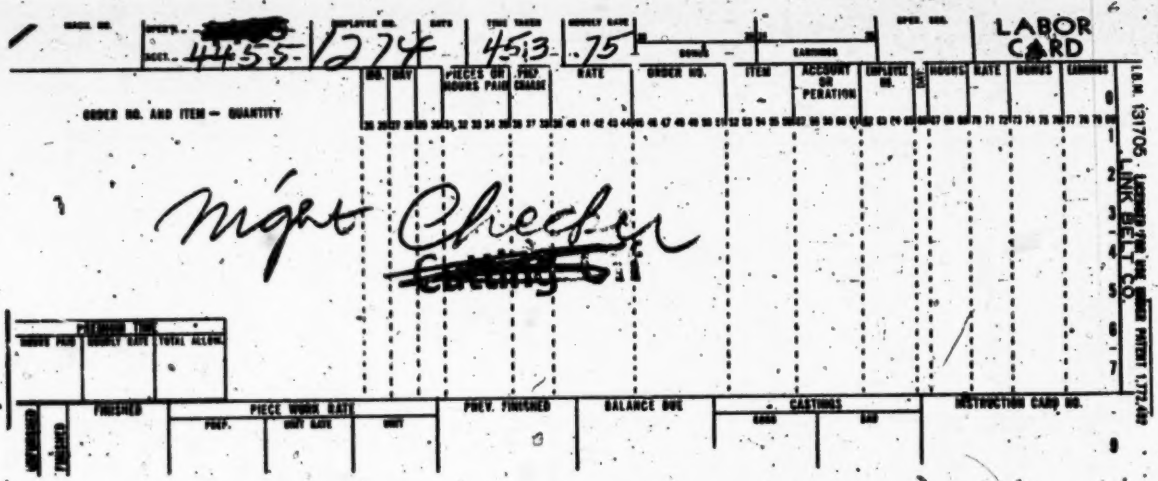
FINISHED | PIECE WORK RATE: PREP. | UNIT RATE | UNIT | PREV. FINISHED | BALANCE DUE | CASTINGS: GOOD | BAD | INSTR'CTION CARD NO.

			ELAPSED TIME	OVERTIME ALLOWANCE	TOTAL HRS.
MAY 11 - 7.0	STOP	MONDAY	8		night
MAY 10 23.0	START				
MAY 12 - 7.0	STOP	TUESDAY	8		
MAY 11 23.0	START				
MAY 13 - 7.0	STOP	WEDNESDAY	8		
MAY 12 23.0	START				
MAY 14 - 7.0	STOP	THURSDAY	8		
MAY 13 23.0	START				
MAY 15 - 7.0	STOP	FRIDAY	8		
MAY 14 2	START				
	STOP	SATURDAY			
	START				
	STOP	SUNDAY			
	START				
		TOTAL TIME TAKEN			

L.B.M. 131228-BACK

1405

Blank Page

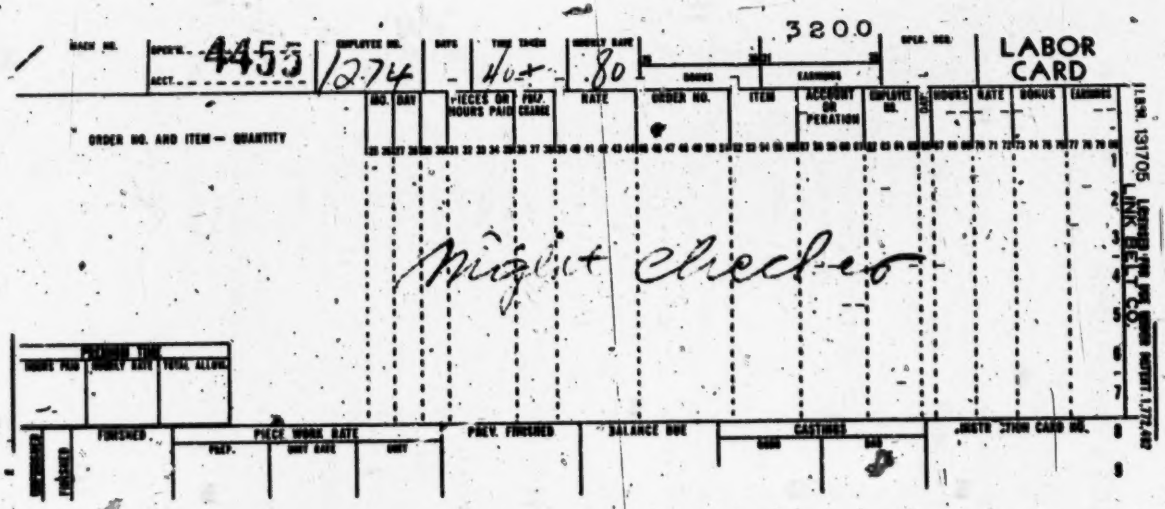


			ELAPSED TIME		TOTAL HRS.
APR 13 - 7.0	STOP	MONDAY	9-	1-	
APR 12 22.0	START				
APR 14 - 7.0	STOP	TUESDAY	9-	1-	
APR 13 22.0	START				
APR 15 7 3	STOP	WEDNESDAY	9.3	1.3	
APR 14 22.0	START				
APR 16 - 7.0	STOP	THURSDAY	9-	1-	
APR 15 22.0	START				
APR 17 - 7.0	STOP	FRIDAY	9-	1-	
APR 16 22.0	START				
	STOP	SATURDAY			
	START				
	STOP	SUNDAY			
	START				
	TOTAL TIME TAKEN				

Straight

1407

Blank Page



LABOR CARD

3200

ACCT. 4455 | 1274 | 40+ | .80

Night checker

ORDER NO. AND ITEM — QUANTITY

	STOP/START		ELAPSED TIME		TOTAL HRS.
MAY 15 - 7.0	STOP	MONDAY	8		
	START				
MAY 17 23.0 MAY 18 - 7.0	STOP	TUESDAY	8		
MAY 18 23.0	START				
MAY 20 - 7.0	STOP	WEDNESDAY	8		
MAY 19 23.0	START				
MAY 21 - 7.0	STOP	THURSDAY	8		
MAY 20 23.0	START				
MAY 22 - 7.0	STOP	FRIDAY	8		
MAY 21 23..	START				
	STOP	SATURDAY			
	START				
	STOP	SUNDAY			
	START				
TOTAL TIME TAKEN					

I.B.M. 131228-BACK

I.B.M. 131705 LINK BELT CO.

1405

Blank Page

RESPONDENT'S EXHIBIT 25

2269 Dept. DMH

Number	Name	Occupation	Hired	Laid Off
190	D. Williams	Small mill	12-14-36	12- 4-37
205	A. Zultner	" "	11-20-36	12- 4-37
177	V. Bond	" " (N)	10-21-36	12- 4-37
176	T. Andrews	" " (N)	5-19-36	12- 4-37
188	E. Behounek (Injured)	" "	3- 9-36	
185	N. Johnson	" " (N)	10-30-35	12- 4-37
174	J. Nemejc	" " (N)	10-29-35	
209	P. Panos	" "	10- 2-35	
198	H. McCafferty	" "	6-17-35	
187	H. Einwalter	" "	3-17-30	
173	S. Kaline	" "	8- 6-28	
186	W. Hokinson	" "	12-15-24	
194	G. Buell	Large Mill	3- 8-35	
175	E. Smith	" "	5- 8-16	
179	R. Froling	" "	6-24-15	
172	J. Hughes	" "	7-16-07	
184	E. Blewett	Sprocket Lathe	12-13-26	
182	W. Kachulis	" "	2-25-16	
180	D. Miller	Keyseater (N)	6-16-29	
189	J. Gibbons	"	5-29-16	
193	V. Milbacher	"	8-13-12	
199	T. Vanfoba	Set screwing	8-29-13	
207	J. Schultz	Broach	2- 9-37	
204	J. Konetski	Cut off	8-25-37	
33	J. Pasholski	Babbitt room	7- 9-10	
112	B. Jackson	Pulley machines	12-17-35	
84	C. Ryz	Brass bushing machine	11- 5-35	
76	D. Richardson	Shaft lathe (N)	7-15-36	1- 5-38
111	J. Cousland	" "	1-28-16	
191	W. Wallace	" "	2- 1-91	
202	N. Polutanowitch	Cylindrical grinder	11- 9-36	1- 4-38
108	W. Kalchbrenner	" "	1- 7-36	
141	F. Walker	Spliner (N)	11-17-36	2- 3-38
203	L. Gadwell	"	5-18-10	

March 14, 1938

2270 **RESPONDENT'S EXHIBIT NO. 26.**

Amalgamated Association of Iron, Steel and Tin Workers of North America

(Steel Workers Organizing Committee)
3600 Grant Building Pittsburgh, Pa.

C No. 8269

Date _____ 19____

I hereby accept membership in the Amalgamated Association of Iron, Steel & Tin Workers of North America, through the Steel Workers Organizing Committee, and of my own free will hereby authorize the Steel Workers Organizing Committee, its agents or representatives to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment.

Employed by (Company and Location) Link Belt Co., 300 W. Pershing Rd. (Department) Charging Floor.

If not working check ☐

_____
Name

_____
Address

_____
Organizer

(In left-hand stub.)

C No. 8269 Member's Receipt

Steel Workers Organizing Committee
3600 Grant Building, Pittsburgh, Pa.

This is to Certify that

_____
(Name of Member)

has accepted membership in the A. A. of I. S. & T. W. and has paid dues of One ($1.00) Dollar for the month of _____, 19____.

Louis Salmons,
Organizer.

2271 RESPONDENT'S EXHIBIT NO. 27.

A special meeting of Employees Board was called on the 19th of April 1937 at 8:15 A. M.

Following the dictates of the Wagner bill, the employees board, after an unanimous vote for disbandment of said board and mutually agreed to by the management of Link-Belt Company, do this 19th day of April disband said board.

Employees Board.

For Employees Board.
H. R. Freling
H. J. Brucks
F. F. Lackhouse
W. J. Greenlee
Walter Bailey
Jack Litster
4-19-37

For Link-Belt Company.
E. L. Berry
4-19-37

2272 RESPONDENT'S EXHIBIT NO. 28.

(Letterhead of Link-Belt Company, Chicago.)

April 21, 1937.

Mr. E. L. Berry,
Ass't. General Manager,
Link-Belt Company,
300 W. Pershing Road,
Chicago, Illinois.

Dear Mr. Berry:

You have presented me with an agreement form prepared by the Independent Union of Craftsmen of the 39th Street Plant of the Link-Belt Company, which states that this Union represents over 50% of the employes of the 39th Street Plant and that by checking the signatures of the employes' list presented to you you have assured yourself that this is true.

This letter, therefore, is your authority to sign this recognition agreement on behalf of the Link-Belt Company.

Very truly yours,

Alfred Kauffmann,
President.

2273 **RESPONDENT'S EXHIBIT NO. 29.**

Chicago, Ill., May 7, 1937.

Mr. E. L. Berry, Assistant Manager
Link-Belt Company (39th Street Plant)
Chicago, Illinois.

Dear Mr. Berry:

The Independent Union of Craftsmen of the 39th St. Plant, thru its duly elected representatives, wish to open negotiations with the Link-Belt Company in regard to the formation of a working contract between the Independent Union of Craftsmen and the Link-Belt Company.

If convenient for you, we suggest that we have our first meeting either Monday afternoon or Tuesday morning of next week.

Sincerely yours,
Delegates Frank Litster
G. F. Linde,
H. R. Froling.

L:C

RESPONDENT'S EXHIBIT 30

HAYNES CORPORATION

2274

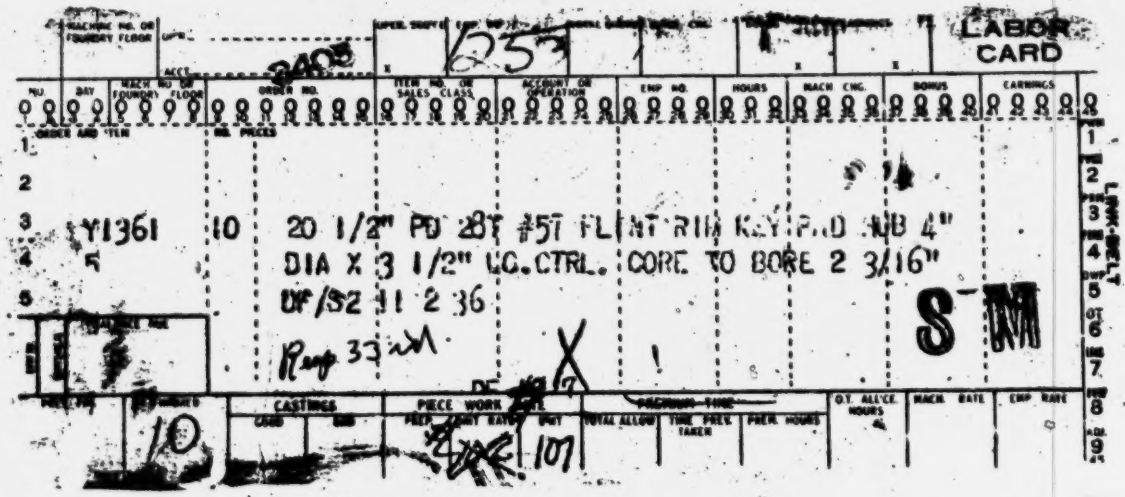
Rates

Cleaning & Grinding Castings

Cast Steel

Operation No.	Description	Manits Per Cwt.	Cwt. Per Man Hr. Pre-Manit	Std.	Normal Ult.	Pre-Man. Rating M.P.H.
A	Chipping Spkts.....	1#– 100# 44.0	81	136	182	36
B	" "	101 – 500 11.0	—	545	727	—
C	" Gears.....	1 – 100 40.0	97	150	200	39
D	" "	101 – 500 20.0	—	300	400	—
E	" "	501 – Up 11.0	—	545	525	—
F	Cleaning Cr. Crane Parts.....	1#– 5# 311.0	12	19	25	38
G	" " " "	6 – 20 146.0	29	41	39	42
H	" " " "	21 – 100 76.0	41	79	105	21
I	" " " "	101 – 200 51.0	—	118	157	—
J	" " " "	201 – 500 32.0	156	188	250	43
K	" " " "	501 –1000 11.5	—	521	625	—
L	" " " "	1001 – Up 6.5	—	924	1232	—
M	" Loco. " "	1#– 5# 360.0	13	16	21	49
N	" " " "	6 – 20 166.0	30	36	48	48
O	" " " "	21 – 50 67.0	53	90	120	35
P	" " " "	51 – 100 20.0	—	300	400	—
Q	" " " "	101 – 200 17.0	165	353	471	28
R	" " " "	201 – 300 14.0	—	425	750	—
S	" " " "	301 – 500 12.0	—	500	660	—
T	" Misc. Parts.....	1 – 50# 76.0	41	79	105	—
U	" " "	51 – 200 27.0	160	222	200	43
V	" " "	201 – 500 18.0	153	333	433	28
W	" " "	501 – Up 11.0	257	545	725	28

Blank Page



LABOR CARD

| | | |

Blank Page

2276 RESPONDENT'S EXHIBIT NO. 31.

Mike Karbel.

Comparison of 1242 and 5 Other Men.

Manits—		Pc. Work	Day Work
Time Taken—			
289.5 hrs. @ 55¢ =	$159.23	81.19	$16.50 or 30 hrs.
Allowed Time—			
210.71 hrs. @ 55¢ =	115.89	41.34	
Loss	43.34	Loss 39.86	
% Loss	37%	% Loss 96%	

5 Other Men.

Manits—		Pc. Work
Time Taken—		
200 hrs. @ 55 =	$110.00	26.88
Allowed Time—		
256 hrs. @ 55 =	140.80	41.34
Bonus	30.80	14.46
% Bonus	28%	35%

Man. 289.5 hrs. % D. W. 61%
P. W. 155.9 " % P. W. 33%
D. W. 30 " % Man. 6%

Total 475.4 hrs.

2277 RESPONDENT'S EXHIBIT NO. 32.

1287. Nick Cumorich.

Manits—		P. W.	D. W.
Time Taken	125. @ 55 = 68.75	19.87	$.85
Time Allowed	85. @ 55 — 46.75	11.48	
Net Loss	22.00	8.39	
% Loss	47%	73%	

% Manit. 76%
% P. W. 22%
% D. W. 2%

2278 INTERVENER'S EXHIBIT NO. 1

Copy.

This Agreement, dated April 21, 1937, between Link-Belt Company and the Independent Union of Craftsmen, a labor union of workers employed by said Corporation:

The Union has presented to the Corporation signatures from well over fifty per cent (50%) of the employees working at the Thirty-Ninth Street Plant, Chicago, Illinois, authorizing the formation of said Union, and authorizing it to act as the collective bargaining agency for employees at said Plant. In accordance with the provision of Section 9 (a) of the National Labor Relations Act, the Corporation recognizes said Union as the exclusive representative of all the employees in said Thirty-Ninth Street Plant, and representatives of the Corporation when so requested will meet with representatives of the Union for the purpose of considering the conclusion of an agreement with respect to wages, hours of employment and other conditions of employment.

Link-Belt Company,
(Signed) By E. L. Berry,
Ass't. General Manager,
39th Street Plant.

Independent Union of Craftsmen,
(Signed) By John Litster,
Chairman.

2279 INTERVENER'S EXHIBIT NO. 2.

To Whom It May Concern

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the Company for which we work.

We, the undersigned desire to form our own organization within the ranks of the employees.

We feel that such an organization would accomplish more without any interference from any outside source whatsoever.

Unless 51% or more of the Link-Belt employees agree to said organization this proposition will be dropped.

B. Davis	H. Weber
C. Wileman	W. Hufnagel
C. Decker	F. Lovett

G. Nardin
L. Fleming
J. Feeney
J. Waldron
B. E. Davis
E. Schmidt
G. O'Brien
E. Brown
V. Abbenga
H. B. Riordan
A. Hayes
A. Pierce
J. John
P. Nomay
J. Conybear
E. Roberts
W. McCarthy
J. Haker
W. Bowes
M. Zavoda
E. Blume
G. Hale
C. Heyer
G. Bowers
S. Muelley
P. Kranich
P. Waterman
P. Bayle
D. Dunn
R. Heny
W. Stroud
W. Cameron
R. O'Brien
E. Knight
C. Gibbons
A. Olson
W. Haitley
D. Mallvich
J. Lamont
C. Nielsen
C. Schoenstedt
J. Drinkwater
H. Raddatz
R. Decker
L. Mikhelsen
I. Schmude

F. Kwais
R. Barnes
G. Harter
E. White
A. Kuehner
B. Mueller
C. Smith
J. Ford
C. Vercoe
E. Herman
K. Hickman

A. Magma
A. Stracko
V. Smith
M. Husey
E. Paksa
M. Bailey
S. Stracko
J. Paravich
M. Braun
S. Lidstrom
E. Olson
K. R. Merrick
G. Naley
M. E. Blomberg
O. B. Tallacksen
A. DeNunzio
L. Daly
W. Ertchocovk
L. Spillan
A. Endroll
J. Szabo
J. Petersen
J. Durant
M. Schroeder
W. Moore
H. Krusinger
H. May
C. Scholters
A. Foskett
V. Kuvent
N. Brandt
L. Nero
B. Hobart
M. Foskett

E. Johnson
D. Kane
A. Seyller
R. Speiser
A. Harvey
C. Jable
G. Hudson
H. Nyssen
W. Van Plew
H. Kapela
E. Bergstrom
E. Carken
E. McGovern
R. Greenlee
T. Linters
R. Malmquist
L. Roubeck
A. Colton
D. Willecke
P. Gallagher

M. Holmburger
K. A. Evans
A. Bauman
F. Boynton
A. Myer
M. Swanson
C. Bryan
F. J. Bird
W. Davenport
T. Harris
H. Barker
H. Haky
R. Limbach
E. Dabkey
F. Hynous
P. Erikson
J. Rossi
D. Davis
R. Sullivan
C. Norsted

2280

R. Sayers
G. Bergstrom
G. Torrence Jr.
J. Bostwick
N. Schiedel
E. Lindell
G. Mogart
C. Schneider
D. Winters
J. Kienser
E. Zwart
A. Tripp
H. Dornbach
A. Aylesworth
H. Geist
O. Perbandt
A. Mueller
S. Ahlborg
E. Poulsen
F. Kvet
J. Plutz
W. Erickson

V. Milke
R. Ouska
D. Van Plew
E. Staehelin
C. Schoelm
H. Aincham
E. Kovensky
F. Strnad
H. Burke
A. Ruthrauff
R. Geitran
R. Peisson
P. Groustra
J. Chucan
H. Chandler
C. Nyman
R. Hurd
K. Raymond
J. Christopher
J. Cohn
K. Henrikson
A. N. Haky

H. E. Grill
R. Willers
R. Young
S. Rybicki
R. Bryant
E. Dull
F. Ruehl
G. Vetters
G. Washburn
E. Flynn
T. Lency
J. Litster
B. Rybicki
E. Preston
T. Spicer
L. Schulstad
J. Kozojed
M. Johnson
J. Churchill
G. Ulrich Jr.
W. Nielsen

2281 To Whom It May Concern

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the company for which we work.

We, the undersigned desire to form our own organization within the ranks of the employees.

We feel that such an organization would accomplish more without any interference from any outside source whatsoever.

Unless 51% or more of the Link-Belt employees agree to said organization this proposition will be dropped.

S. Shukiz
A. Balnveit
E. Barra
L. Vokac
E. Reagie
J. Zanetti
J. Arak
T. Marsuti
C. Jacobson
P. Froemke
S. Geecbre
M. Kuegler
F. Adams
A. Burger
W. Seshunsleos
J. Wahkonis
W. Polkwith
E. Rudaitis
S. Leskanskas
K. Zagueski
W. Youaitis
M. Hinckley
A. Olson
J. Lubenkor 1015
J. Robinson 1043
J. Kubicki 1005
J. Marger
J. Zickus
W. Matthew
L. Moore
G. Larson
R. G. Feiffer
B. Hayden
J. Gasen
W. Peters
J. Laif
W. Balton
A. Nojeck
K. Petreuski
W. Yorley
A. Lath
J. Tomas
J. Lush
J. Ribast
P. Pietgulis
F. Retterer
S. Zalewa
S. Petrauska
R. Kresge

2282 To Whom It May Concern

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the company for which we work.

We, the undersigned desire to form our own organization within the ranks of the employees.

We feel that such an organization would accomplish more without any interference from any outside source whatsoever.

Unless 51% or more of the Link-Belt employees agree to said organization this proposition will be dropped.

H. Froling
C. Auth
G. Fagerstrand
H. Stuver
M. Kuyper
J. Hughes
H. McCaverty
E. Smith
E. Behounek
M. Hilts
R. Toms
J. Kanetski
L. Reiter
J. Boyle
P. Sailinger
J. Gibbons
J. Paton
G. Howe
E. Kitzman
R. Hallett
E. Shandle
S. Grabos
J. Steele
L. Monroe
W. Wallace

2283 To Whom It May Concern

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the company for which we work.

We, the undersigned desire to form our own organization within the ranks of the employees.

We feel that such an organization would accomplish more without any interference from any outside source whatsoever.

Unless 51% or more of the Link-Belt employees agree to said organization this proposition will be dropped.

W. Greenlee
W. Petersen
G. Riedel
F. W. Schulze
J. Dunn
J. Kooi
G. Mair
A. Kolar
A. Friberg
E. Jable
F. R. Nottke
H. Mercer
A. Laschober
W. J. Johnson
L. Merrifield
R. Elseth
G. Dahlke
R. Bergstrom

F. Van Bampus
D. Doornbos Jr.
C. Wells
E. Hermann
J. J. Elsen
E. Batterson
M. Klaske
A. Corvino
R. Wolfer
W. Bullinger
W. Baker
R. A. Moore
V. Heft
B. Nell
H. Harder
J. Bailie
W. Dahlke
E. Buehler Jr.
John A. DeRuntz
F. Carlson
W. Sladeck
E. Wright
J. C. Spence
W. Moloney
G. Kropack
O. Wahlberg
G. Murdock
W. Lippert
H. Allerson
J. Speiser
M. Wurst Jr.
P. Anderson
W. Gunn
C. Kroemer
C. Borders
H. Borders
C. Nenhouser
J. Johnson
J. Roy
F. Anderson
W. Peters
J. Van Plew
J. Pacholski

2284 To Whom It May Concern

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the company for which we work.

We, the undersigned desire to form our own organization within the ranks of the employees.

We feel that such an organization would accomplish more without any interference from any outside source whatsoever.

Unless 51% or more of the Link-Belt employees agree to said organization this proposition will be dropped.

R. Erickson		J. Rochzarek	1138
N. Kovatz	1094	J. Trieal	1065
W. Lonioc	1115	W. Ball	1010
F. Retterer	1058	S. Seskauskas	1089
R. Feffer	1112	T. Masaut	1022
J. York	1139	M. Harris	1166
J. Wakkonis	1123	T. Stukus	1168
J. Kubicki	1005	W. Seskaukas	1075
C. Guirnis	1105	J. Zichus	1176
Feunae		A. Gillis	1052
J. Zylinsky	1108	K. Kastantas	1077

Geiner	1136	J. Thomas	1127
B. Seskanskas	1109	W. Jonitis	1080
F. Klincitis Jr.	1026	W. Tolkmitt	1096
C. Kachinsky	1030	E. Rudaitis	1153
S. Skrocisilis	1107	B. Eledir	1022
M. Strumph	1110	J. Steele	1130
Z. Petrowski	1012	J. Kisulius	1140
T. Giseen		J. Mack	1153
Z. Petrowski	1145	C. Petrauskas	1090
G. Reimer	1113	P. Kavalouskas	
J. Lubenkov	1015	J. Klinas	1108
J. Robinson	1043	S. Griggs	1191
W. Matthew	1078	T. Strackaitis	1186
G. Larson	1059	J. Guacinski	1002
J. Filipar	1158	H. Geissler	1028
E. Butwell	1134	A. Raduilas	1190
S. Petrsuski		A. Missus	1187
L. Moore	1054	J. Saman	1184
J. Margie	1044	F. Joins	1151

2285 To Whom It May Concern

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the company for which we work.

We, the undersigned desire to form our own organization within the ranks of the employees.

We feel that such an organization would accomplish more without any interference from any outside source whatsoever.

Unless 51% or more of the Link-Belt employees agree to said organization this proposition will be dropped.

G. Linde		M. Wurst Sr.	
C. Marsili		E. Wehner	
H. Brucks		W. Maaks	
E. Locum		M. Boczek	
H. McAllister		A. Bartuca	822
J. Wilis		W. Rotto	568
W. Clark		J. Peldo	
V. Finerelli		F. Grodske	522
A. Nordine		J. Lierman	635
T. Callis		J. Kerules	459
D. Lattiere		L. Mattaliano	355
E. Sykora		H. Kehoe	490
W. Coha		F. Rothenberger	533
M. Dahl		J. Stroubeck	467

C. Monroe	S. Ravibi	
C. Callis	C. Gardua	
H. Eakins	L. Clark	
W. Mitchell	A. Smith	
L. Karerva	A. Borak	
F. Nelson	J. Wlicker	491
V. Pizzo	Q. Wicker	529
T. Gallagher	R. Frootz	639
H. Johnston	J. Sloan	655
E. A. Chapman	J. Miskun	572
J. Schoss	L. Lundgren	
J. Cook	J. Janway	626
C. Skimedinger	H. Nelson	581
J. Panhorer	E. S. Wilhelm	469
S. Krolezyk	E. Dukovich	647
F. Lasocki	R. Racoti	631
F. Masloski	C. Bishop	577
W. Mitchell	J. Lubich	545
J. Campagna	J. Protolipoc	530
R. Koehler	H. Krefft	
E. Brier	J. Cocack	
B. Pyle	Gret	
J. Gucus	J. H. Miller	
W. Doyle	C. Bakitis	
D. Rendulie	T. Higgins	592
W. Gergtis	M. Price	499
J. Martinega	F. Zizis	562
G. Bingham Jr.	J. Staradub	508
J. Susie	S. Pacholski	584
J. Kalafut	T. Marinaro	
F. Strepens Jr.	J. Verbiscor	
D. Maurinac	K. O. Hill	
G. Finnek	F. Lemm	
F. Johnson	J. Miller	
L. Cianuo	S. Bonelli	
P. Garen	S. Varnesio	
E. Kask	T. Alem	
H. Rosenbaum	J. Eckles	
E. Hulf	J. Hilicki	548
G. Teneult	W. Finn	
B. Masloski	J. Kelbel	
J. Hoban	A. Clark	
P. Barich	H. Heinback	
P. Janatis	W. Joyce	
L. DeRuntz	M. Grgurich	
J. Snyder	F. Guaranta	560

L. Green		P. Macuilis	564
A. Barathis		J. Dahlquist	
S. Packard		Ge. Tepet	
2286 Frank Johnson		J. Gruzouski	583
E. Anderson		J. Hatiger	1218
M. G. Brinsko		K. Yutko	1266
C. Sprinkle		J. Gedvil	
J. Gasser		P. Murphy	1299
J. Bergstrom		L. Zrelivas	
W. Leitch		J. Cherapus	1211
J. Wilcox		T. Murphy	1299
E. Browne		D. Doyce	
R. Mack		P. Kiseluce	1126
G. Buell	194	L. Dicker	
E. Chauncey	130	O. Olson	1231
P. Ceh	207	J. Zanetta	1229
W. Kew	127	J. Ely	1295
W. Schoeneman	218	F. Kubicki	1216
J. Johnson	217	M. Plyo	1226
J. Nenege	174	G. Balor	1274
T. Andrews	176	H. Scott	
D. Richardson	76	R. Erickson	
L. O'Shea	134	E. Witkowski	
R. Klaub	35	W. Bailey	
R. Watson	117	F. McCaverty	
W. Rydberg	126	M. Worst	
W. Becker	171	F. Egan	
P. Turucz	114	C. Ehler	
C. Mullen	145	D. O'Leary	
T. Fifer	151	L. Rinken	
J. Whitman	77	C. Dougherty	
C. Serro	195	R. Ettgott	
V. Starkey	42	W. Widmont	
V. Bond	177	J. Barabasz	
Zultner A.	205	H. Wendorff	
J. Blahut	105	C. Cameron	
C. Rysz	84	L. McGurt	
A. Davidenis		E. Soderlund	
Z. Petowski		E. Otiva	
W. Brigham		F. Schultz	
P. Valukis		R. Worst	
L. Zanouskis		E. Schultz	
B. Eleder		E. Spongher	
E. Butwell		E. Burke	
J. Steele		E. Mesko	
J. Kusulius		A. Clark	

E. Fritz		M. McKay
J. Flilpas		G. Ingermann
F. Myere		J. Workman
G. Josephson		H. Lowark
S. Kance		W. Kelly
W. Sich	1200	J. Boyd
W. Sterling	1283	J. Campbell
P. Kulbacki		H. Tuplett
S. Jezsl a		G. Gassick
G. Smith		E. Heyler
C. Bonifield		J. Handacher
D. Hill		J. Kennedy
J. Young		P. Fasano
P. Klos		W. Wargardis
J. Walczak		E. Marsili
R. Siegle		J. Opalinski
A. Carlson		A. Vladar
J. Jeske		A. Suss
L. McGuire		C. Silka
D. Hawks		S. Tjessem
J. Paton		J. Norren
W. Callis		F. Stuhlberry
O. Larson		P. Hart
V. Fasano		A. Arnott
C. Sumpter		S. Usavage
E. Jamison		J. Wells
A. Hruby Jr.		L. Miller
E. Kohler		N. Hoffman
C. Mueller		W. Gleason
M. Kolodie		A. Nyberg
H. Crist		J. Kowtach
W. Cokeley		N. Kovatz
R. Witt		T. McLaughlin
J. Riordan		P. Kowalauskas
P. Tenerelli		W. Benschura
W. Spencer		F. Lutecuetin 1720
A. Ross		W. Bolton

2287 INTERVENER'S EXHIBIT NO. 2-A.

To Whom It May Concern—

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the company for which we work.

We, the undersigned, desire to form our own organization within the ranks of the employees.

We feel that such an organization would accomplish more without any interference from any outside source whatsoever.

Unless 51% or more of the Link-Belt employees agree to said organization this proposition will be dropped.

2288 INTERVENER'S EXHIBIT NO. 3-A.

2. W. Sladeck
5. J. Blair
6. F. Lello
7. T. Johnston
8. G. Belanger
9. W. Bronski
10. E. Wright
11. J. Van Plew
12. J. Young
13. A. Carlson
14. R. Siegle
15. D. Hill
16. O. Bjerke
17. J. Walczak
18. E. Johnson
22. S. Erickson
23. P. Klose
24. A. Kitzman
35. P. Laub
37. H. Meaume
38. G. Chiarito
42. V. Starkey
43. E. Dugan
44. J. Boyle
51. E. Shandle
74. J. Moht
75. J. Novack
76. D. Richardson
77. J. Whitman
81. J. Hacker
82. G. Fagerstrand
83. R. Jackson
84. C. Rysz
85. J. Voger
87. W. Snyder
88. M. Kuyper
92. An. Lawson
93. B. Jakaitis
95. L. Rieger
97. J. Binnall
99. J. Johnstone
100. M. Winkle
101. G. Howe
103. E. Holicek
105. J. Blahut
106. A. Shumann
108. W. Kalchbrenner
107. C. Auth
110. J. Tanner
111. J. Cousland
112. B. Jackson
113. J. Steele
114. P. Turucz
117. R. Watson
121. J. Valerio
122. J. Kianich
126. W. Rydberg
127. W. Kew
129. R. Schoemann
130. E. Chauncey
134. L. O'Shea
136. P. Norby
137. H. Abbenga
138. L. Luppert
140. J. Staniszwski
141. F. Walker
142. A. Bowman
145. C. Mullen
148. A. Matecki
149. A. Frederiek
151. T. Fifer
153. P. Reynolds

162. T. Marimaro
171. W. Becker
173. S. Kalaine
174. J. Nemej
175. E. Smith
176. T. Andrews
177. V. Band
179. H. Froling
182. W. Kachulis
183. H. Stuver
186. W. Hokinson
187. H. Einwalter
188. E. Behounek
189. J. Gibbons
190. D. Williams.
191. W. Wallace
192. M. Vogler
193. V. Milbach
194. G. Buell
198. H. Caverty
199. A. Watroba
200. J. McEnroe
201. P. Ceh
202. N. Polutanowitsch
203. L. Gadwell
204. J. Kanetski
205. A. Zultner
206. T. Hanrahan
207. J. Schultz
208. J. Boehm
209. P. Panos
210. L. Dunklau
211. J. Hilts
212. C. Urban
217. J. Johnson
218. W. Schoeman
219. G. Doherty
220. J. Leverence
223. W. Spikings
225. R. Condon
226. J. Paton
227. F. Schnapp
228. F. Valachovic
230. J. Ebner
232. M. Bergmark
234. L. Kubicki
235. R. Elseth
238. W. Mair
239. H. Foy
243. R. Hallett
244. H. Kowalski
245. A. Marovic
247. W. Blood
250. R. Lowey
253. H. McNeeley
257. L. Monroe
258. R. Toms
259. E. Kitzman
263. J. Chocholacek
265. A. Ross
266 W. Gleason
267. A. Hruby
268. H. Crist
269. H. Triplett
270. J. Jeszka
271. J. Wells
272. C. Garricott
273. R. Witt
274. M. Kolodie
276. R. Widero
277. V. Fasano
278. P. Tenerelli
279. S. Tjessem
280. E. Marshili
282. W. Cokeley
283. D. Hauks
284. F. Opalinski
285. E. Grig
287. Kohler
288. J. Paton
289. W. Spencer
290. L. McGuire
291. A. Suss
292. P. Hart
293. C. Mueller
294. J. Gleason
295. F. Stahlberg
296. R. Kramer
297. N. Hoffman
300. E. Jamison
301. C. Sieka
302. C. McGarvie

303. J. Barnes
304. J. Tassick
306. E. Hegler
307. J. Sandacher
308. J. Burns
309. S. Usavage
310. J. Rooney
311. A. Arnott
313. G. Staradub
314. L. Miller
315. W. Callis
2289 316. J. Kennedy
317. W. Wasgardis
318. J. Roirdan
319. L. Coonley
320. A. Vlader
321. J. Vokac
324. P. Staradub
326. P. Fasano
327. O. Larson
328. H. Prymniak
329. C. Sumpter
331. O. Williams
332. D. Shumway
333. J. Travis
334. J. Jacobson
335. H. Axelson
337. E. Anderson
339. G. Roesel
341. W. Richards
346. W. Gunn
348. A. Mosser
350. H. Anderson
354. E. Lindberg
355. J. Gargin
357. J. Speiser
360. F. Meechan
364. S. Tjader
367. R. Goggin
368. R. Wege
402. D. Jones
403. A. Furr
409. C. Caltio
410. P. Barich
412. J. Miller
413. W. Finn
414. A. Gurski
415. T. Alunas
418. V. Sinèrell
420. F. Lasocki
421. K. Hill
423. J. Witas
424. J. Hull
428. W. Dahlke
430. B. Defaney
432. C. Monroe
434. W. Coha
436. L. Ciancio
438. J. Miller
441. D. Lettiere
450. W. Miller
451. H. McKay
457. M. Brinski
459. J. Kerulis
461. J. Wallace
465. W. Gleich
467. J. Strombeck
469. E. Wilhelm
471. H. Krefft
475. P. Jansatis
476. J. Vlk
478. M. Boczek
483. E. Rask
486. L. Green
487. E. Welmer
489. H. Cunningham
490. H. Kehoe
491. J. Sllicker
492. C. Gardner
493. M. Dahl
494. F. Schramm
495. F. Lemm
496. E. Lysen
497. J. Callis
499. M. Price
500. J. Porthouse
502. D. Renderlic
503. C. Beckmann
505. E. O'Brien
506. E. Davies
508. J. Staradub
509. E. Greb

512. A. Bores
514. L. Clark
515. S. Kroliczyk
516. P. Goren
519. J. Christian
520. W. Gerogits
521. E. Locom
522. G. Grodske
523. F. Klackling
524. A. Johnston
526. E. Chapman
528. J. Artis
529. T. Wicker
530. J. Protolipac
533. J. Campbell
534. T. Gallagher
536. J. Schons
538. C. Heimindinger
541. D. Mavrinac
543. S. Raciti
544. H. Behlnke
545. J. Lubich
546. A. Diamond
547. J. Kelbel
548. G. Hilicki
549. T. Diguilis
550. M. Grgurick
552. J. Kalaput
553. F. Rothenberger
554. J. DeRuntz
555. L. Mattaliano
556. J. Hoban
558. C. Bakatis
559. A. Smith
560. J. Eckles
561. F. Guaranta
562. F. Zizis
563. C. Santoio
564. P. Maciulis
565. R. Bonifield
566. F. Nelson
568. W. Roth
569. S. Rindel
570. R. Means
571. S. Bonetti
572. J. Miskunas
573. J. Tenerelli
577. C. Bishop
578. R. Pyle
579. F. Stripens
580. G. Bingham Jr.
581. H. Nelson
582. J. Susci
583. J. Gruzawski
584. S. Pacholski
585. S. Packard
586. William Dayle
587. P. Managle
588. G. Lepet
589. J. Martinaga
590. J. Deel
591. E. Sykona
592. T. Higgins
593. Mitchell
594. S. Varneckis
595. J. Smith
596. V. Pizzo
597. A. Bakartz
598. K. Sievicki
599. W. Faulkenberg
600. E. Buehler Jr.
602. J. Bailie
603. G. Finch
604. M. Wurst Jr.
605. A. Fedivius
606. I. Blunk
610. M. Lundgren
613. H. Heimback
614. H. McAllister
615. J. Brucks
616. J. Wiles Jr.
618. A. Nordine
619. M. Wurst
620. F. Johnson
621. A. Eckins
626. J. Janeway
627. A. Rosenbaum
628. Leo DeRuntz
630. W. Maahs
631. R. Raciti
632. J. Paldo
633. C. Marsiti

635. J. Lierman
638. R. Koehler
639. R. Frantz
642. J. Cook
643. Le Roy Lundgren
644. B. Masloski
646. M. Dukoreil
647. F. Masloski
648. W. Mitchell

2290

649. J. Campagn
651. G. Linde
655. J. Sloan
657. Wm. E. Clark
681. R. Laird
682. J. Clemens
683. O. Wahlberg
684. E. Bohne
685. G. Kropack
686. Ed Lippert
687. J. Mertl
692. H. Lippert
693. W. Foskett
694. G. Murodck
703. F. Schulze
705. C. Wells
725. A. Friberg
726. W. Greenlee
727. J. Fasano
728. E. Jable
729. M. Klaske
730. W. Bullinger
731. E. Hermann
732. W. Petersen
733. J. Elsen
734. E. Batterson
735. R. Richards Jr.
736. J. Kooi
737. W. Baker
738. J. Dunn
739. A. Corvino
740. J. Roy
742. R. Bergstrom
745. R. Moore
746. D. Doornbos Jr.
748. A. Kolar
749. R. Wolfer
750. F. Nottke
751. B. Nell
752. H. Mercer
753. W. Thornton
754. V. Heft
755. A. Laschober
756. H. Harder
757. E. Berg
758. W. Peters
758. W. Johnson
759. G. Mair
760. J. Dahlquist
761. Lee Merrifield
763. Louis Serio
764. Carl Neubauer
765. T. Lyman
767. C. Barders
768. J. Rees
769. H. Borders
774. V. Van Loomis
777. J. Koder
778. N. Kolarick
781. J. Juozenas
783. B. Butkiewicz
784. P. Engeln
801. H. Lowack
802. J. Yeskie
808. F. Van Bampus
810. G. Riedel
811. J. Workman
812. C. Dougherty
814. W. Worst
816. R. Eltoft
817. W. Kelly
818. W. Bailey
819. L. Rinken
820. J. Gricus
821. J. Vocolelbo
822. A. Bartuca
823. C. Ehler
824. J. McKay Jr.
826. F. Randall
828. D. O'Leary
829. G. Egan
830. E. Burke

831. P. Kulbacki Jr.
833. F. McCaverty
850. C. Ehlert
851. C. Spangler
852. E. Schultz
853. J. Barabasz
854. G. Ingermann
855. H. Wendorff
856. J. Bedriarek
857. C. Caermon
858. E. Pyle
859. E. Mesker
860. W. Widmant
861. A. Clark
863. Ray Worst
864. E. Oliva
865. L. McGurk
868. F. Schultz
903. M. McDowell
906. J. Nelson
907. P. Muldoon
909. R. Muldoon
910. J. Gasser
911. G. Smith
912. C. Sprinkle
913. J. McNally
915. E. Browne
916. R. Mack
917. J. Bergstrom
918. W. Leitch
920. J. Wilcox
921. L. McDonell
922. C. Jacobson
1002. J. Garacinski
1003. W. Brigham
1005. J. Kubicki
1006. A. Edge
1007. A. Persson
1008. S. Marsh
1009. M. Hinckley
1010. W. Balton Jr.
1012. Z. Petrowski
1015. J. Lubenkov
1016. R. Erickson
1017. L. Zanowskis
1020. M. Masilionis
1021. J. Egney
1022. B. E. Eleder
1025. F. Klimarkis
1026. F. Klimaitis Jr.
1028. H. Geissler
1029. C. Plagge
1030. C. Kachinsky
1032. W. Peters
1033. R. Schreiva
1034. E. Butwell
1035. J. Kamaraskas
1036. S. Kance
1038. J. Zansitir
1040. E. Witkowski
1041. J. Vrubley
1043. J. Robinson
1044. J. Margie
1045. G. Josephson
1046. F. Meyer
1047. E. Scheive
1050. B. Josephson
1052. A. Gilies
1053. F. Solinks
1054. L. Moore
1055. A. Davidsons
1057. G. Larson
1058. F. Retteres
1060. F. Patyka
1062. A. Wojcik
1063. J. Laibl
1065. J. Friedl
1066. S. Petrauskas
1068. J. Lush
1072. T. Masaitis
1073. E. Rieger
1074. T. Green
1075. W. Seskauskas
1076. A. Lock
1077. A. Zagurski
1078. W. Mathews
1079. K. Lais
1079. P. Kasper
1080. W. Yonaitis
1081. P. Copne
1084. J. Jukowski
1085. H. Scott
1087. S. Gedra
1089. T. Seskauskas

1090. K. Petrauski
2291 1091. S. Shukis
1093. A. Balzweit
1094. N. Kovats
1095. O. Mannstein
1096. W. Tolkwitt
1097. P. Froemke
1098. J. Baradas
1099. J. Westerhoff
1102. J. Kachinsky
1103. W. Balton
1104. J. Liebing
1107. S. Skrusdis
1108. T. Grinis
1109. B. Seskaukas
1111. S. Zalewa
1113. G. Weiner
1115. S. Schipitsch
1116. J. Zickus
1118. J. Sukerick
1120. R. Burr
1121. F. Kaller
1122. J. Harneck
1123. J. Wahkonis
1125. J. Ciez
1129. J. Sharna
1130. J. Steele
1131. R. Olean
1131. E. Kavalanskas
1134. A. Kazen
1135. F. Zitkus
1136. P. Zylinski
1138. J. Pachzarek
1140. J. Kirulius
1143. J. Serpitis
1147. L. McLaughlin
1148. E. Drips
1149. J. Bater
1150. E. Goods
1151. F. Janisch
1152. Jos Mack
1153. E. Rudaitis
1154. K. Rogall
1156. L. Smith
1157. P. Kovalansas
1158. J. Filipas
1160. A. Kochan
1161. J. Rivor
1162. J. Evans
1163. L. Vokac
1164. D. Dwipe
1165. R. Kresge
1165. R. Loucka
1166. M. Harris
1168. S. Stukews
1169. E. Barra
1171. F. Adams
1172. A. Bergen
1174. F. Kalnes
1175. N. Parker Jr.
1176. J. Andrekus
1177. E. Elam
1184. J. Saman
1187. A. Missus
1191. S. Grirrs
1200. W. Sut
1202. A. Bredelit
1205. F. Kwiatkoski
1210. W. Wisherit
1214. F. Galeta
1216. F. Kulicki
1217. P. Salemko
1218. K. Yatkus
1220. P. Murphy
1225. M. Pilitauskas
1226. Mike Plejo
1228. H. Frisch
1231. O. Olsose
1232. L. Hermann
1235. J. Halagena
1242. J. Kastonski
1244. W. De Nunzio
1247. A. Smith
1254. G. Guadavean
1261. L. Laddle
1262. D. Kaulitis
1267. C. Engstrom
1268. W. Hannestrad
1269. P. Keclince
1271. S. Krowarik
1274. G. Balov
1281. L. Dicker

1282. J. Kowatch
1283. W. Sterling
1291. S. Moore
1292. J. Martin
1294. A. Rencker
1295. J. Ely
1299. T. Murphy
2101. J. Litster
2102. J. Szabo
2103. R. Rydbeck
2104. D. Davis
2105. E. Soderlund
2106. D. Winters
2107. E. Lindell
2108. A. Tripp
2110. C. Schalters
2111. S. Cohn
2113. R. Sullivan
2114. A. Haky
2116. A. K. Mueller
2117. R. Willers
2118. J. Plutz
2119. R. Christopher
2120. C. Hobart Jr.
2121. O. Rice
2122. R. Persson
2123. F. Ruehl
2124. F. Boynton
2125. W. Nowak
2126. E. Zwart
2129. N. Brandt
2130. F. Bird
2132. S. Rybicki
2133. C. Nyman
2134. W. Marshall
2135. K. Chappell
2136. R. Sayers
2137. L. Sairs
2138. A. Endroll
2139. N. Schiedel
2140. E. Poulsen
2141. W. Erickson
2142. J. Rossi
2143. O. Birch
2144. R. Geitmann
2145. G. Lindkvist
2146. J. Petersen
2147. J. Kienser
2148. J. Churchill
2149. H. Barker
2150. J. Christopher
2151. L. Schulstad
2152. E. Dull
2153. H. May
2154. A. Foskett
2155. J. Bostwick
2156. J. Durant
2159. H. Dornbach
2160. G. Ulrich Jr.
2161. M. Holmburger
2162. O. Perbandt
2163. F. Kvet
2164. H. Hawkinson
2165. R. Lanten
2167. K. Olson
2169. K. Raymond
2170. L. Nero
2171. H. Geist
2172. W. Nielsen
2173. P. Erickson
2174. R. Petroff
2175. H. Krusinger
2176. F. Hynous
2177. H. Grill
2178. S. Ahlborg
2179. V. Kurent
2180. G. Mogart
2181. V. Huben
2182. R. Bryant
2183. A. Davenport
2184 R. Limbach
2185. R. Kutschke
2187. E. Dabkey
2188. O. Sauermann
2189. A. Agleswatt
2191. A. Bauman
2192. M. Johnson
2193. R. Hind
2194. C. Norsted

2292 2195. R. Young
2197. B. Rybicki
2198. A. Myer
2199. M. Schroeder
2204. E. Mamenow
2275. H. Aincham
2276. E. Besermeny
2277. E. Flynn
2278. E. Korensky
2279. J. Chucan
2280. V. Milke
2281. T. Leney
2282. E. Staehelin
2283. R. Ouska
2284. A. Ruthrauff
2287. G. Torrence Jr.
2286. F. Strnad
2288. D. Van Plew
2289. G. Vetters
2291. W. F. Vining
2293. H. Chandler
2296. J. McGirr
2297. H. Burke
2298. J. Kozojed
2300. M. Foskett
3002. P. Waterman
G. C. Bowers
B. Davis
W. Hardcastle
E. Horn
F. Knaus
A. Olson
J. Paravich
A. Pierce
E. Sacoff
G. Dahlke
H. Haky
W. Moore
E. Preston
T. Linton
A. Colton
R. Malmquist
H. Nyssen
D. Willecke
M. Bailey
E. Bergstrom
R. Bagle
E. Carlson
R. Decker
R. Greenlee
A. Hagman
G. Hudson
M. Hussey
C. Jable
D. Kane
H. Kopela
P. Kranich
E. McGovern
L. Nikhelson
E. Peksa
I. Schmude 3119
A. Seyller
V. Smith
R. Speiser
A. Stracko
W. Van Plew
B. E. Davis 29
E. Schmidt 28
27. J. Jaldron
40. V. Abbenga
48. E. Brown
J. Ford
C. Gibbons
G. J. Haster
A. Kuehner
B. Mueller
c43. G. O'Brien
C. Smith
c47. A. Hayes
M. Brown
S. Lidstrom
E. Olson
M. Strube
L. Daly
A. Tallacksen
L. Fleming
34. R. Henry
Edw. Herman
c36. C. Heyer
K. Heckman
C. Vercoe
55. Ed. Blume

F. Conybear
J. C. Hacker
58. W. McCarthy
59. D. Malloch
61. W. Bowes
C. Bystrom
62. W. Camerson
J. B. Conybear
64. G. Hale
66. C. Knight
65. S. Mulley
67. R. O'Brien
E. L. Roberts
70. E. Strnad
71. M. Zavaoda
T. Harris
C. H. Decker
A. DeNunzio
G. Nardin
H. Riordan
K. Henrikson
M. Swanson
M. Blomberg
G. McNeeley
L. J. Roubeck
F. Paryhaza

2293 INTERVENER'S EXHIBIT NO. 3-B.

New Members Since August 1st, 1937.

1 E Boyle
31 G Barthel
33 J Pacholski
34 A Hatton
39 C Geiger
47 L Basile
49 A Rotman
56 J Hofer
73 J Witter
115 B Ryan
116 R Doubrawa
120 S Hascek
123 P DeFilippo
124 G George
128 C Mullen
131 A Lundbeck
132 J Amendola
133 J Udick
135 S Nemcicky
138 P Annunziata
144 S Pacholski
147 A Zlebis
157 A Clark
159 S Grabas
163 A Greg
164 L Rilly
165 L Moreno
172 J Hughes
195 C Serro
180 J Miller
197 E Heino
214 P Glade
216 K Staerk
222 J Ciancio
231 F Kuchan
244 H Kowalski
246 A Lavery
254 G Cummings
261 C Zebley
286 J Vluk
275 C Sellers
305 L Sarff
323 W McLain
342 E Calloway
363 A Berardino
365 R Moyer
366 L Lytton
370 R Conklin
452 L Cech
466 A Mailhoit
501 G Bissey
528 J Artis
531 J McCafferty
574 A Smith

653 C Fillippone
659 G Dorocke
727 J Riordan
741 B Fougere
744 L Workman
771 A Michalec
773 P Kors
774 S Ritza
775 C Kodis
776 T Sortino
779 C Heuer
825 R Wolff
862 M Philips
866 T Heil
908 L Wagner
919 C Bonifield
1056 A Yusqus
1104 J Browne
1112 A Hinkens
1117 A Slucar
1147 W Tubutis
1149 A Glatz
1167 F Leese
1170 J McNamara
1119 J Horvath
1139 J York
1173 E Kipfer
1179 A Thompson
1203 C Ram
1215 C Knuska
1240 H Thiele
1257 S Deskis
1265 J Sulcek
1278 J Gambind
1279 A Zaleski
1280 R Hill
1282 J Bowen
1284 F Tout
1297 S Ogintae
2112 G Kisly
2127 F Larkin
2144 J Walsh
2154 F W Wynstra
2168 C Schneider
2174 R Carter Jr
2192 F Depke
2193 R Jelinck
2195 J Roche
2277 E Flynn
2291 P Elle
2292 H Shippan
2294 E Gabrisko
P Gallagher
R Jewell
L Nyssen
J Paravich
R Ponicke

2294 INTERVENER'S EXHIBIT NO. 4.

Article I.

Section #1.—Any member in good standing, leaving the employ of a Member Plant in which he is employed, may obtain from his local member Secretary a withdrawal card; upon entering the employment of any other Member Plant, he may present his withdrawal card to the local Secretary for reinstatement in the Organization; which reinstatement, if granted, shall be made free of charge.

Section #2.—Any officer, committeeman, delegate, or member who shall fail to conduct himself according to the principles and policies of this organization and its Consti-

tution and By-Laws shall be subject to discipline, suspension or expulsion, or all of them. The General Council shall have sole jurisdiction over charges of misconduct against delegates and officers of the General Council. It shall have the power to review any findings against members, committeemen and officers made by any Plant Committees, and its findings on such review shall be controlling. All charges of misconduct to be heard by the General Council shall be submitted in writing to the General Council and notice shall be given to the officer, delegate, committeeman, or member against whom the charges are filed, by registered mail sent to him at his last known address, or by personal delivery, at least five (5) days prior to the meeting at which such charge shall be considered. The officer, delegate, committeeman or member complained of shall have the privilege of being heard before the General Council and personally present his defense. After due deliberation, the General Council shall sustain or reject the charge by a majority vote by secret ballot if a quorium is present, and if the charge is sustained, it shall fix whatever penalty it deems proper. Its finding shall be conclusive. Hearings by the General Council in review of findings of Plant Committees, shall be governed by the same procedure.

Section #3.—A quorum of the General Council, a committee, a Plant Committee or the General Committee shall consist of one-half (½) of the members of the unit plus one (1). However, a resolution to affiliate with another labor union shall require for adoption an affirmative vote of two-thirds (2/3) of the members of every Plant Member.

Section #4.—Members are not considered in good standing after the last day of the month for which the regular dues re paid.

Article II.

Section #1.—There shall be no initiation fee until after January 1, 1938. The initiation fee for members joining the organization on or after that date, shall be One ($1.00) Dollar, which sum shall be transmitted at once by the Plant Committee to the General Council.

Section #2.—The dues shall be Fifty ($0.50) cents per

month per member payable on or before the first day of each month, Fifteen ($0.15) cents per month per member of which shall be paid over to the General Council.

2295

Article III.

Section #1.—The power of discipline, suspension or expulsion of any Member Plant shall be vested in the General Council. It shall be mandatory for all Member Plants to abide by the Constitution and By-Laws of this organization. Failure to do so shall subject any Plant to be called for hearing before the General Council to show cause why it should not be disciplined, suspended or expelled. The procedure outlined in Article I, Section 2 hereof shall govern the application of this Section.

Article IV.

Section #1.—The President shall preside at all regular and special meetings of the General Council and conduct same according to the Constitution and these By-Laws.

Section #2.—The Recording Secretary shall record all minutes of the meetings of the Council and perform all other secretarial work delegated to him by the General Council. The seal of the General Council shall be in the custody of the Recording Secretary.

Section #3.—The Treasurer shall receive all money belonging to the General Council, and keep a complete record thereof, disbursing same only on duly approved vouchers signed by the President of the General Council and attested by the Secretary.

The Treasurer shall be custodian of all moneys coming into possession of the General Council.

Section #4.—Checks shall be signed by the President and Treasurer providing, however, that if either the President or Treasurer refuse or are unable to sign them the same may be signed by the Vice President in lieu of the President, and the Secretary in lieu of the Treasurer. These four (4) men shall be bonded in excess of the amount of money in the treasury.

Article V.

Section #1.—The General Council shall have the power to name such committees as it may deem necessary to properly conduct the business of the organization.

Section #2.—Regular meetings shall be held once each

month at the time and place to be fixed by the General Council from time to time.

Special meetings of the General Council may be called by the President, upon one day's notice to the delegates.

Article VI.

Section #1.—It shall be the duty of the Auditing Committee of the General Council to audit all books and records of the Council, quarterly and to make a complete and true report in writing to the General Council.

Section #2.—The finances of the Organization shall be audited once annually by a public accountant.

2296

Article VII.

Section #1.—The General Council is hereby empowered to issue charters for membership to Plant Members.

Article VIII.

Section #1.—The following order of business shall prevail at meetings of the General Council:

Open meeting.
Roll Call.
Reading of Minutes of previous meeting and their approval.
Communications.
Report of Officers.
Report of other Committees.
Unfinished Business.
New Business.
Good of the Organization.
Adjournment.

Article IX.

Section #1.—Amendments to these By-Laws may be made by a majority vote of the General Council at any regular or special meeting duly called and held for that purpose.

Finis.

Whenever procedure is not covered by these rules and regulations, Robert's Rules of Order shall govern all meetings of the Council and its Committees.

2297 INTERVENER'S EXHIBIT NO. 5.

Proposed By-Laws to Govern Member Plants and Plant Committees.

Article I.

Section #1.—All of the members of the Independent Union of Craftsmen employed in the Thirty-Ninth Street Plant of Link-Belt Company shall be a member of said Plant Member.

Section #2.—An annual meeting and election shall be held promptly at 8:00 P. M. on the second Tuesday of April in each year, commencing in 1937. President, Vice-President, Secretary and Treasurer shall be elected by the Plant Members present at said meeting.

A delegate to the General Council shall be elected for the whole Plant at the annual election by secret ballot and all members in good standing employed in the plant shall be eligible to vote for candidates for said office. (So long as the Thirty-Ninth Street Plant is the only Plant Member of the Independent Union of Craftsmen, three delegates shall be elected at said annual election and shall be designated in numerical order, that is, first, second and third, which order shall be determined by the number of votes cast for the three delegates receiving the highest number of votes. In the event another plant becomes a Plant Member after said election, the elected delegate who received the lowest number of votes shall resign to make place for a delegate from said additional Plant Member. This procedure shall also be followed in the event a third Plant shall become a Plant Member after said election).

Section #3.—A Steward shall be elected from each department designated by the Plant President by secret ballot, the members from each department in good standing voting only for candidates from that department.

Section #4.—Special meetings of the members of said Plant may be called upon one day's notice by the Plant President.

Article II.

Section #1.—The President shall preside at all meetings of the Plant stewards and at all meetings of the members of the Plant. The Secretary shall also be Secretary at all meetings of the Plant Members.

Section #2.—The Plant President shall name such committees as he may deem necessary to properly conduct the business of the organization.

Section #3.—Regular meetings shall be held promptly at 8:00 P. M. the second Tuesday of each month and at a place to be fixed by the President. Special meetings may be called upon one day's notice to the stewards by the President.

Section #4.—Any officer, steward or member of said Plant Member who shall fail to conduct himself according to the principles and policies of this organization shall be subject to discipline, suspension, or expulsion, or all of them. The Plant stewards shall have jurisdiction over such charges of misconduct. The General Council shall have appellate jurisdiction to review the Plant Committee's findings. All charges of misconduct to be heard by the Plant Committee shall be submitted in writing to it and notice shall be given to the person against 2298 whom charges are filed by registered mail sent to him at his last known address or by personal delivery at least five (5) days prior to the meeting at which said charge shall be considered.

Section #4 Cont'd.—The person so charged shall have the privilege of being heard by the Plant Committee and personally present his defense. After due deliberation the Plant Committee shall sustain or reject the charge by a majority vote by secret ballot, and if the charge is sustained it shall fix whatever penalty it deems proper.

Section #5.—A quorum of the Plant Stewards or any committee shall consist of one-half (½) of the members plus one (1). Thirty (30) shall constitute a quorum at a meeting of members.

Section #6.—Members are not considered in good standing after the last day of the month for which the regular dues are paid. Any member falling behind in payment of his dues because of sickness or accident will continue to be a member of our Local in good standing.

Section #7.—The Plant Committee shall arrange for a meeting place for the Plant Committee and also for the members employed in the Plant.

Section #8.—The Plant President shall determine the number of stewards proper for the Plant, and shall have power to designate from what department or departments a steward may be chosen.

Article III.

Section #1.—The power of discipline, suspension, or expulsion of any Member Plant shall be vested in the General Council. It shall be mandatory for all Member Plants to abide by the Constitution and By-Laws of this organization. Failure to do so shall subject any Plant to be called for hearing before the General Council to show cause why it should not be disciplined, suspended, or expelled. The procedure outlined in Article I, Section 2 of General Council By-Laws hereof shall govern application of this section.

Article IV.

Section #1.—The President shall preside at all regular and special meetings of the Plant Local and conduct same according to the Constitution and these By-Laws.

Section #2.—The Vice President shall preside at all regular and special meetings of the Plant Local in the event of absence of the President.

Section #3.—The Secretary shall record all minutes of the meetings of the Council and perform all other secretarial work delegated to him by the Plant Local. The Secretary shall receive a salary of fifty dollars ($50.00) per month.

Section #4.—The Treasurer shall receive all money belonging to the Plant Local and keep a complete record thereof, disbursing same only on duly approved vouchers signed by the President of the Plant Local and attested by the Secretary.

2299 The Treasurer shall be custodian of all moneys coming into possession of the Plant Local.

The Treasurer shall receive a salary of ten dollars ($10.00) per month.

The Treasurer shall sign all checks to cover all vouchers made out by the Secretary which have been duly signed by the President. All checks to be countersigned by the Secretary. The Treasurer shall be bonded in excess of the amount of money in the Treasury.

Section #5.—The Delegates to the General Council shall represent their respective Plant Locals in all matters pertaining to the organization.

Article V.

Section #1.—These By-Laws shall be subordinate to the Constitution of the Independent Union of Craftsmen and

the By-Laws of the General Council, and said Constitution and By-Laws shall be considered a part of these By-Laws.

An affirmative vote of two-thirds (2/3) of all the members in good standing shall be required for affiliation with another union.

Article VI.

Section #1.—Amendments to these By-Laws may be made by the Plant Union at any regular or special meeting called for that purpose. Copies of the proposed amendments shall be in the hands of the stewards and posted on the bulletin board at least one week previous to the meeting at which action should be taken.

Article VII.

Section #1.—The following order of business shall prevail at meetings of the General Council:

Open meeting.
Roll Call.
Reading of Minutes of previous meeting and their approval.
Communications.
Report of Officers.
Unfinished Business.
New Business.
Good of the Organization.
Adjournment.

Note.

Whenever procedure is not covered by these rules and regulations Robert's Rules of Order shall govern at meetings of the Plant Committees and of the Plant Membership.

2300 INTERVENER'S EXHIBIT NO. 6.

Book 1103, Page 499.

Certificate Number 5788.
State of Illinois
Office of
The Secretary of State.
(Emblem)

To All to Whom These Presents Shall Come, Greeting:

Whereas, a Certificate, duly signed and acknowledged, has been filed in the Office of the Secretary of State on the 3rd day of August, A. D. 1937, for the organization of the

Independent Union of Craftsmen

under and in accordance with the provisions of "An Act Concerning Corporations" approved April 18, 1872, and in force July 1, 1872, and all acts amendatory thereof, a copy of which certificate is hereto attached;

Now therefore, I, Edward J. Hughes, Secretary of State of the State of Illinois, by virtue of the powers and duties vested in me by law, do hereby certify that the said

Independent Union of Craftsmen

is a legally organized Corporation under the laws of this State.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois.

Done at the City of Springfield this 3rd day of August, A. D. 1937, and of the Independence of the United States the one hundred and 62nd.

Edward J. Hughes,
Secretary of State.

(Seal of the State of Illinois)

Secretary of State.

2301 This Statement Must Be Filed in Duplicate

Book 1103 Page 500

Paid
Fee $10
Aug. 3, 1937
I. F. $ 10—
F. T. $
F. F. $ W O S

State of Illinois, }
Cook County, } ss.

To Edward J. Hughes, Secretary of State:

We, the undersigned John A. Litster, Herman R. Froling and George F. Linde, citizens of the United States, propose to form a corporation under an Act of the General Assembly of the State of Illinois, entitled, "An Act concerning Corporations," approved April 18, 1872, and all Acts amendatory thereof and for the purpose of such organization we hereby state as follows, to-wit:

1. The name of such corporation is Independent Union of Craftsmen.

2. The objects for which it is formed are:

(a) To incorporate the existing unincorporated labor union having the above name;

(b) To establish a labor union with a membership available to all employees of the Link-Belt Company except executives and those employed in a supervisory or administrative capacity without regard to race, color or creed;

(c) To establish a labor union which shall be independent from said Company and from outside labor organizations and so is controlled exclusively by the employees of said Company;

(d) To establish a labor union which may be designated or selected by the employees of said Company or of any appropriate unit thereof for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment and which shall aid its members in every lawful manner.

(e) To establish a labor union with efficient and economical management with one dollar as the maximum initiation fee and monthly dues and in which periodic accountings shall be made to the members;

(f) To establish a labor union which shall be democratic with annual elections of all the officers, directors and other representatives;

(g) To establish a labor union which, while preserving the right to strike, preserves the right of its members to work by the requirement that no strike shall be called until the proposition has received the affirmative vote of more than fifty per cent of the members employed in the unit involved; and

(h) To establish a labor union which shall by its By-Laws provide for the organization of lodges in the several plants of said Company with virtual autonomy in local matters.

3. The management of the aforesaid Independent Union of Craftsmen shall be vested in a board of three Directors.

4. The following persons are hereby selected as the Directors to control and manage said corporation for the first year of its corporate existence, viz.:

John A. Litster, 1517 S. 60th Court, Cicero, Illinois.

Herman R. Froling, 7251 S. Green Street, Chicago, Illinois.

George F. Linde, 7603 South Park Avenue, Chicago, Illinois.

5. The location is in the city of Chicago, in the county

of Cook, in the State of Illinois, and the post office address of its business office is at No. 7603 South Park Avenue, in the said City of Chicago.

(Signed) John A. Litster
Herman R. Froling
George F. Linde

Book 1103, Page 502

State of Illinois, }
Cook County, } ss.

I, Forest A. King, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 2nd day of August, A. D. 1937, personally appeared before me John A. Litster, Herman R. Froling and George F. Linde, to me personally known to be the same persons who executed the foregoing certificate, and severally acknowledged that they had executed the same for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal the day and year above written.

(Signed) Forest A. King,
Notary Public.

(Seal)

The Independent Union of Craftsmen
Location, 7603 So. Park Avenue, Chicago, Illinois.
Certificate
Fee for Incorporation of Organization Not for Pecuniary Profit

Section 1. Be it enacted by the People of the State of Illinois, represented in the General Assembly: That all societies, corporations and associations not for pecuniary profit, hereafter organized under the laws of the State of Illinois, shall pay to the Secretary of State before there shall issue a certificate of incorporation, a fee of $10.00. (Section 25, Chapter 53, Smith-Hurd, Illinois Revised statutes)

Filed Aug. 3, 1937.

Edward J. Hughes,
Sec'y of State.

2302 Certificate of
Organization
of

Book 1103, Page 503
Mail to
Benjamin Wham
231 So. LaSalle

12036074
State of Illinois, } ss.40
Cook County. }
Filed for Record
1937 Aug. 4 AM 10 26
1103 499
and recorded in
Book Page

State of Illinois
Office of the
Secretary of State

1 85
—
9

(Envelope)

2303 INTERVENER'S EXHIBIT NO. 7.

By-Laws of Independent Union of Craftsmen.
Adopted by Board of Directors August 9, 1937.

Article I.

Membership, Elections, Meetings, Quorum, Withdrawals and Reinstatements.

Section 1. Membership in the Independent Union of Craftsmen shall be available to all employees in chartered plants of the Link-Belt Company except executives and those employed in a supervisory or administrative capacity without regard to race, color or creed. The Board of Stewards in each plant shall determine in the first instance in case of doubt what employees are excluded by this provision, subject to the ultimate decision of the Board of Directors.

Section 2. An annual meeting and election shall be held at 8:00 P. M. on the second Tuesday of April in each year commencing in 1938 in each local. At this election a Presi-

dent, a Vice President, a Secretary and a Treasurer shall be elected by secret ballot from the membership at large in good standing for each local. At the same time each local shall elect from the membership at large in good standing by secret ballot a member of the Board of Directors of the Independent Union of Craftsmen (with the exception that so long as there are only two local lodges, the Thirty-Ninth Street Local shall elect two (2) Directors, and when other locals are chartered the Director from the first shall immediately replace the Director of the Thirty-Ninth Street Plant who received the lowest number of votes. Until such time as there is a third local lodge, Local Lodge No. 2 (Caldwell-Moore Plant) shall have the privilege of electing an alternate director who shall be permitted to sit in directors' meetings and discuss matters and whose opinions shall be given weight in the voting by the directors). At the same time there shall be elected by secret ballot a steward from each department designated by the Board of Stewards of each local, the members from each department in good standing voting only for candidates from that department. Said stewards shall constitute the Grievance Committee for each local. Nominations for stewards shall be made in writing signed by not less than ten (10) members from the department in good standing and filed with the Secretary one (1) week prior to said election. Nominations for officers of the locals and of Directors shall be made in the same manner except that they shall be signed by not less than twenty-five (25) members in good standing who may be from any department.

No member of any other labor organization shall be eligible to hold office nor shall he be eligible for three (3) years after his resignation from said labor organization; nor shall any member be eligible to hold office who has not been a member in good standing one year or since July 1, 1937, whichever is the shorter period.

Until the next regular election the officers, directors and stewards already elected by this Union prior to its incorporation shall serve in the capacity to which they were elected unless the Board of Stewards in each local shall call new elections. Such elections shall be held, if at all, in the manner outlined above.

2304 Section 3. Special meetings of the members of any local may be called upon five (5) days' notice by the President, and shall be called upon request in writing signed by twenty-five (25) members in good standing de-

livered to the Secretary, setting forth the object of the meeting.

Section 4. A quorum at any meeting of members of any local shall consist of thirty (30) members in good standing except that a motion to affiliate with another union shall require a two-thirds (2/3) affirmative vote of all the members in all of the locals of the Union in good standing.

A quorum at meetings of the Board of Directors and the Boards of Stewards and of committees shall be a majority.

Section 5. Any member in good standing leaving the employ of the Link-Belt Company may obtain from the Secretary of his local a withdrawal card. Upon entering the employment of the Company in the same or any other plant, he may present his withdrawal card to the Secretary of the local in that plant for reinstatement in the Union. This reinstatement, if gra[illegible] shall be made free of charge.

Article II.

Initiation Fee, Dues, Accounting and Division.

Section 1. The Board of Directors shall have power to determine from time to time what, if any, initiation fee shall be charged. The time when the collection of initiation fee shall commence and the amount thereof may vary in the different local lodges. The Board of Directors shall consult with the Board of Stewards before fixing the time and amount of the initiation fee for any local lodge.

Section 2. Dues shall be fifty (50c) cents per month per member, payable on or before the first day of each month. Fifteen (15c) of the amount so collected from each member each month shall be paid to the Board of Directors.

Section 3. The division of dues set forth in Section 2 above is purely arbitrary and is subject to adjustment from time to time. Expenses shall be allocated between the locals and the Board of Directors as shall be necessary. The Board of Directors shall consult with the Boards of Stewards concerning the matter from time to time, but its decision shall be controlling.

Accounting shall be made by the Board of Directors and by each Board of Stewards at the time of the annual meeting and oftener as required. The Board of Directors may in its discretion require an audit by a certified public accountant for presentation to the annual meeting of each local and of the Board of Directors.

2305 Section 4. Members shall not be considered in good standing after the last day of the month for which the regular dues are paid. Dues shall be suspended for members who are laid off during the time when they are actually laid off. The Board of Directors and/or Boards of Stewards may, if they find economic conditions require it, temporarily reduce or suspend dues for members who are employed.

Article III.

The Board of Directors, Collective Bargaining.

Section 1. A meeting of the newly elected directors shall be held within one (1) week after the annual election. At this meeting there shall be elected a President, one or more Vice-Presidents and a Secretary-Treasurer. The President and Vice-Presidents shall be elected from among the directors. The Secretary-Treasurer need not be a member of the Board of Directors but must be a member of the Union in good standing.

Section 2. The President shall preside at all meetings of the Board of Directors and shall perform the usual functions at that office.

Section 2. The Vice-President shall perform the functions of the President in the absence of the President.

Section 4. The Secretary-Treasurer shall record all minutes of meetings of the Board of Directors and perform all other secretarial duties delegated to him by the Board of Directors. The seal of the Union shall be in his custody. He shall have custody of all money belonging to the Board of Directors and keep a complete record thereof and disburse the same only on duly approved vouchers signed by the President of the Board of Directors. He shall be responsible for carrying out the provision in Article II, Section 3 for periodic accountings. The Board of Directors may require him to obtain adequate bond.

Section 5. The Board of Directors shall have power from time to time to select a depositary for its money and to determine who shall have the right to sign checks drawn on said account.

Section 6. The Board of Directors shall act as the bargaining agency for all the members of the Union in all questions concerning wages, hour and other conditions of employment, but the Boards of Stewards may bargain on local matters with their respective plant superintendents.

Should any question arise as to what are local matters, the Board of Directors shall confer with the Board of Stewards in the plant where the question has arisen, but the decision of the Board of Directors shall be controlling.

Section 7. The Board of Directors may establish a regular meeting time and place and special meetings may be called upon one (1) day's notice by the President and shall be called upon written request to the Secretary by two (2) members of the Board, stating the object.

Article IV.

Discipline, Local Charters.

Section 1. The Board of Directors shall receive applications for affiliation by groups of employees in the various plants of the Link-Belt Company or a subsidiary 2306 and if it in its sole discretion shall determine that said group or groups have or are prepared to form a bona fide labor union and that the members thereof will abide by the Charter and By-Laws of the Independent Union of Craftsmen, it may issue a local charter to each group, but not more than One (1) in each plant, and assign to each local a number in the order of the receipt of the applications. Thereupon the members of a local so chartered shall become members of the Independent Union of Craftsmen.

Section 2. Any local, director, officer, steward, committeeman or member failing to conduct itself or themselves according to the Charter and By-Laws of this Union shall be subject to discipline, suspension or expulsion. The Board of Directors shall have sole jurisdiction over charges against locals and directors. The Boards of Stewards shall have jurisdiction over all charges of misconduct against officers, stewards, committeemen and members of their respective locals. All charges of misconduct shall be submitted in writing and notice shall be given to the local or person against whom charges are filed by registered mail sent to it or him at its or his last known address or by personal delivery at least five (5) days prior to the meeting at which said charge shall be considered. The local or person so charged shall have the privilege of being heard and personally presenting its or his defense.

Article V.

Boards of Stewards.

Section 1. The newly elected President for each local shall within one (1) week after the annual election, call an initial meeting of the Board of Stewards. He shall preside at all meetings of the members of the local as well as all meetings of the Board of Stewards.

Section 2. The Vice-President of each local shall perform the functions of the President in his absence.

Section 3. The Secretary of each local shall keep the minutes of members' and stewards' meetings and shall perform the usual secretarial functions.

Section 4. The Treasurer of each local shall have custody of the funds of the local and shall be responsible for paying over to the Board of Directors money to which it is entitled. The Boards of Stewards in their discretion may have their respective Treasurer adequately bonded. Each local Treasurer shall be responsible for making the accountings provided for in Article II, Section 3. Each local Treasurer shall disburse funds only on vouchers duly approved by the President and Secretary of the local.

Section 5. The Boards of Stewards may select depositaries for their respective local funds and determine who shall have the right to sign checks drawn on such 2307 funds.

Section 6. Each Board of Stewards shall arrange for its meeting place and a meeting place for its members. It shall also arrange for regular meetings of members at least once a month unless postponed for good cause.

Section 7. Each Board of Stewards shall determine the number of stewards proper for its local and shall designate from what department or departments a steward may be chosen.

Section 8. Each Board of Stewards may adopt and amend from time to time local rules as to matters not covered by the Charter and these By-Laws, which shall be subordinate to and consistent with such Charter and By-Laws.

Section 9. Each Board of Stewards shall have power to name such committees as it may deem necessary to properly conduct the business of the local.

Article VI.

Section 1. Amendments to these By-Laws may be made in accordance with the Statute.

2308 INTERVENER'S EXHIBIT NO. 8.

This Agreement, dated May ....., 1937, between Link-Belt Company (hereinafter referred to as the "Corporation") and the Independent Union of Craftsmen (hereinafter referred to as the "Union"), made pursuant to and in supplement of the Agreement of April 21, 1937, between said parties,

Section 1.

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees of the Thirty-Ninth Street Plant, Chicago, Illinois, and the Corporation, and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

Section 2—Recognition.

The corporation recognizes the Union as the exclusive collective bargaining agency for all of the employees in such Plant, eligible for membership in said Union, provided, that any individual employee or a group of employees shall have the right at any time to present grievances to the Corporation. Further conferences will be had between the parties concerning the issue of a closed shop. In the meantime there shall be no discrimination, interference, restraint or coercion by the Corporation or any of its agents against any members because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership.

Section 3—Collection of Dues.

The Union agrees to submit an accurate list of its members to the Corporation and to revise said list from time to time so that it may be as nearly accurate at all times as is reasonably possible. The Corporation agrees to deduct from the wages of the members of the Union each month the amount certified to it by the Union as being the proper amount of dues which the members are obligated to pay to the Union, and to remit the total amount so deducted to the Union's Secy. In the event any member shall raise any
2309 objection to this procedure, the Corporation agrees to refer such objection to the Union immediately and

the Union agrees to indemnify and hold the Corporation harmless from any claims of its members because of such deduction.

(The Company is studying Section 3. It has been suggested that we include this power in the By-Laws and possibly pay the Company for this service.)

Section 4—Wages and Individual Wage Rates.

Effective....., 1937, there shall be an increase of five (5%) percent in wages and salaries paid to all employees who are members of said Union or eligible to become members.

Representatives of the parties hereto shall study the prevailing wage structure, both with relation to the individual wage rates and the wages paid by competing companies, with a view to adjusting inequalities within the Plant and maintaining wages at least at the level of that maintained in competing companies. This study shall include salaried employees as well as hourly workers. In this connection the Corporation agrees to make available at all times to the Union all of the Company's data relating to orders on hand, production, balance sheets, profit and loss statements, and other financial statements.

Section 5—Hours of Work.

There shall be maintained an eight (8) hour day and a forty (40) hour week. Time and a half shall be paid for all overtime in excess of eight (8) hours in any one day, or for an overtime in excess of forty (40) hours in any one week. Time and a half shall also be paid for work on Sundays and holidays, and from 12:00 noon Saturday (Saturday afternoon is in the overtime classification).

Section 6—Holidays.

Recognized holidays shall be New Year's, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Employees who shall work on these days shall be given some option in the matter, and shall be notified some days ahead, if possible, and shall receive time and a half for such work.

2310

Section 7—Number, Character and Rotation of Those Employed.

Regard shall be had by the Corporation to the number and character of those employed in order to maintain the

present ratio of apprentices to skilled mechanics, and in order that employees may be given the same opportunity as they now have to receive time and a half pay for overtime. (Note—Rotation of overtime so as to equalize.—See if on emergency calls time in coming to work and going home should be paid.)

Section 8—Discharge Cases.

In the event a member of the Union shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided.

In the event it should be decided under the rule of this Agreement that an injustice has been dealt the employee with regard to the discharge, the Corporation shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of discharge shall be taken up and disposed of within five (5) days from the date of discharge.

Section 9—Seniority.

It is understood and agreed that in all cases of promotion or increase or decrease of forces the following factors shall be considered, and where factors (b), (c), (d) and (e) are relatively equal, length of continuous service shall govern:

(a) Length of continuous service.
(b) Knowledge, training, ability, skill and efficiency.
(c) Physical fitness.
(d) Family status, number of dependents, etc.
(e) Place of residence.

Section 10—Adjustment of Grievances.

Should differences arise between the Corporation and the Union as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind
2311 arise, there shall be no suspension of work on account of such differences for a period of ninety (90) days, but an earnest effort shall be made to settle such differences immediately in the following manner:

First—Between the representative of the aggrieved employee and the foreman of the department involved;

Second—Between the representative of the aggrieved employee and the General Foreman.

Third—Between representatives of the General Commit-

tee of the Union and representatives of the executives of the Corporation; and

Fourth—In the event the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an impartial umpire to be appointed by the mutual agreement of the parties hereto. The expense and salary incident to the services of the umpire be paid jointly by the Corporation and the Union; and

Fifth—At the end of said ninety (90) day period, the Union shall have the right to ask for a vote of its members on the question of calling a strike.

The Corporation agrees that representatives of the Union may handle grievances and may engage in collective bargaining with the Corporation during working hours without loss of time or pay.

Section 11—Safety and Health.

The Corporation shall continue to make reasonable provisions for the safety and health of its employees at the Plant during the hours of their employment. Proper heating and ventilating systems shall be installed where needed.

2312 INTERVENER'S EXHIBIT NO. 9.

This Agreement, dated June —, 1937, between Link-Belt Company (hereinafter referred to as the "Corporation") and the Independent Union of Craftsmen (hereinafter referred to as the "Union"), made pursuant to and in supplement of the Agreement of April 21, 1937, between said parties,

Section 1.

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve industrial and economic relationships between the employees of the Thirty-Ninth Street Plant, Chicago, Illinois, and the Corporation, and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

Section 2—Recognition.

The Corporation recognizes the Union as the exclusive collective bargaining agency for all of the employees in such Plant eligible for membership in said Union, provided, that any individual employee or a group of employees shall

have the right at any time to present grievances to the Corporation. At the same time there shall be no discrimination, interference, restraint or coercion by the Corporation or any of its agents against any members because of membership in the union; and the Union agrees not to intimidate or coerce employees into membership.

2313 Section 3—Wages and Individual Wage Rates.

All hourly paid workers in the Plant shall receive a five (5%) per cent increase on hourly rates effective June 1, 1937. All salaried employees receiving Eighteen Hundred ($1800.00) Dollars per annum or less shall receive a five (5%) per cent increase, with the exception that piece work rates shall not be raised.

Representatives of the parties hereto shall study the prevailing wage structure, both with relation to the individual wage rates and the wages paid by competing companies, with a view to adjusting inequalities within the Plant and mantaining wages at least at the level of that maintained generally in the industry. This study shall include salaried employees as well as hourly workers. For this purpose the Corporation agrees to make available at all times to the Union the Company's data relating to orders on hand, production, balance sheets, profit and loss statements and other financial statements pertinent thereto.

Section 4—Hours of Work.

There shall be maintained an eight (8) hour day and a forty (40) hour week. Time and a half shall be paid for all overtime in excess of eight (8) hours in any one day, or for all overtime in excess of forty (40) hours in any one week. Time and a half shall also be paid for work on Sundays and holidays and from 12:00 noon Saturday. Saturday afternoon is in the overtime classification.

2314 Section 5—Holidays.

Recognized holidays shall be New Years, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Employees who shall work on these days shall be given some option in the matter, and shall be notified some days ahead if possible.

Section 6—Number, Character and Rotation of Those Employed.

Regard shall be had by the Corporation to the number and character of those employed in order to maintain the

present ratio of apprentices to skilled mechanics, and in order that employees may be given the same opportunity as they now have to receive time and a half pay for overtime. Overtime work shall be rotated so as to equalize it among the employees in so far as possible, and where employees are called from their home to do emergency work and the duration of the working time is four (4) hours or less, they shall be entitled to receive pay for the time spent going to and from the Plant at such employees' regular rate of pay.

Section 7—Discharge Cases.

In the event a member of the Union shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided.

2315 In the event it should be decided under the rules of this Agreement that an injustice has been dealt the employee with regard to the discharge, the Corporation shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of discharge shall be taken up and disposed of within five (5) days from the date of discharge.

Section 8—Seniority.

When new jobs are created or vacancies occur, the oldest employees in point of service shall be given preference in filling such new jobs or vacancies which may be desirable to them so far as practicable and consistent with proper ability to perform the service required. When for any reason it becomes necessary to reduce the working force, the senior employees shall be retained with the same consideration for practicability and ability.

The determination as to practicability and ability shall be made by the responsible supervisory officers or agents of the Corporation. When a grievance arises as a result of the application of this section, it shall be disposed of in accordance with the provisions of Sections 7 and 9 hereof.

Section 9—Adjustment of Grievances.

Should differences arise between the Corporation
2316 and the Union as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind arise, there shall be no suspension of work

on account of such differences for a period of ninety (90) days, but an earnest effort shall be made to settle such differences immediately in the following manner:

First—Between the representative of the aggrieved employee and the foremar of the department involved;

Second—Between the representative of the aggrieved employee and the General Foreman;

Third—Between representatives of the General Committee of the Union and representatives of the executives of the Corporation; and

Fourth—In the event the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an impartial umpire to be appointed by the mutual agreement of the parties hereto. The expense and fee incident to the services of the umpire shall be paid jointly by the Corporation and the Union; and

Fifth—At the end of said ninety (90) day period the Union shall have the right to strike in accordance with its Constitution and By-Laws.

The Corporation agrees that representatives of the Union may handle grievances and may engage in collective bargaining with the Corporation during working hours without loss of time or pay.

Section 10—Safety and Health.

The Corporation shall continue to make reasonable provisions for the safety and health of its employees at the Plant during the hours of their employment. Proper heating and ventilating systems shall be installed where needed.

2317 Section 11—Vacations.

The Corporation agrees to negotiate further for the betterment of the vacation policy.

Section 12—Agreement Indeterminate.

It is agreed that this Agreement shall be indeterminate and that upon the request of either party further conferences shall be held from time to time for the purpose of revising the Agreement as to matters covered herein, or of considering new matters.

In Witness Whereof, the parties hereto have caused this

Agreement to be signed by their respective Presidents and Secretaries, the day and year first above written.

Link-Belt Company

By .....(Seal)

President

Attest:

.....

Secretary

Independent Union of Craftsmen

By .....(Seal)

President

Attest:

.....

Secretary

2318 INTERVENER'S EXHIBIT NO. 10.

Link-Belt Company

Pershing Road Plant

Statement of Policy

Consequent upon the collective bargaining conferences heretofore held between Link-Belt Company, herein referred to as "the Company," and Independent Union of Craftsmen, herein referred to as "the Union" the Company makes and publishes the following statement of the policies which it undertakes to follow in relations with its employees as hereinunder designated.

Section 1. It is the intent and purpose hereof to promote and improve industrial and economic relationships between the Independent Union of Craftsmen, Chicago, Illinois, and the Company, and to set forth herein the basic understanding covering rates of pay, hours of work and conditions of employment to be observed at said plant.

Section 2. Recognition. The Company recognizes the Independent Union of Craftsmen as the exclusive collective bargaining agency for all of the employees in such Plant eligible for membership in said Union, provided, that any individual employee or a group of employees shall have the right at any time to present grievances to the Company. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any members because of membership in the Union, the Union having agreed not to intimidate or coerce employees into membership.

Section 3. Wages and Individual Wage Rates. Represen-

tatives of the Company and the Union shall study the prevailing wage structure, both with relation to the individual wage rates and the wages paid by competing companies, with a view to adjusting inequalities within the Plant and maintaining wages at least at the level of that maintained in competing companies. This study shall include salaried employees as well as hourly workers. For this purpose the Company agrees to make available at all times to the Union all pertinent data relating to the current operations and financial situation of the Plant.

Section 4. Hours of Work. There shall be maintained a basic eight (8) hour day and a forty (40) hour week. Time and a half shall be paid for all overtime in excess of eight (8) hours in any one day, or for all overtime in excess of forty (40) hours in any one week. Time and a half shall also be paid for work on Sundays and holidays and from 12:00 noon Saturday. Saturday afternoon is in the overtime classification.

Section 5. Holidays. Recognized holidays shall be New Years, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Employees who shall work on these days shall be given some option in the matter, and shall be notified some days ahead if possible.

Section 6. Number, Character and Rotation of Those Employed. Regard shall be had by the Company to the number and character of those employed in order to maintain the present ratio of apprentices to skilled mechanics, and in order that employees may be given the same opportunity as they now have to receive time and a half pay for overtime. Overtime work shall be rotated so as to equalize it among the employees in so far as possible. Where employees are called from their home to do emergency work, and the duration of the working time is four (4) hours or less, they shall be entitled to receive pay for the time spent going to and from the plant, at such employee's regular hourly rate of pay.

Section 7. Discharge Cases. In the event a member of the Union shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided.

In the event it should be decided under said method of adjusting grievances that an injustice has been dealt the employee with regard to the discharge, the Company shall reinstate such employee and pay full compensation at the

employee's regular rate for the time lost. All such cases of discharge shall be taken up and disposed of within five (5) days from the date of discharge.

Section 8. Seniority. When new jobs are created or vacancies occur, the oldest employees in point of service shall be given preference in filling such new jobs or vacancies as may be desirable to them, so far as practicable and consistent with proper ability to perform the service required. When for any reason it becomes necessary to reduce the working force, the senior employees shall be retained with the same consideration for practicability and ability.

The determination as to practicability and ability shall be made by the responsible supervisory officers or agents of the Company. When a grievance arises as a result of the application of this section, it shall be disposed of in accordance with the provisions of Sections 7 and 9 hereof.

Section 9. Adjustment of Grievances. Should differences arise between the Company and the Union as to the meaning and application of the terms and provisions hereof, or should any trouble of any kind arise, it is understood 2319 that there shall be no suspension of work on account of such differences for a period of thirty (30) days retroactive to day of grievance, but an earnest effort shall be made to settle such differences immediately in the following manner:

First—Between the Union shop steward who is the representative of the aggrieved employee, and the foreman of the department involved;

Second—Between the Union shop steward who is the representative of the aggrieved employee, and the General Foreman;

Third—Between representatives of the General Committee of the Union and representatives of the executives of the Company; and

Fourth—In the event the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an impartial umpire to be appointed by the mutual agreement of the parties hereto. The expense and fee incident to the services of the umpire shall be paid jointly by the Company and the Union; and

Fifth—At the end of said thirty (30) day period the Union shall have the right to ask for a vote of its members on the question of calling a strike.

The Company agrees that representatives of the Union may handle grievances and may engage in collective bar-

gaining with the Company during working hours without loss of time or pay.

Section 10. Safety and Health. The Company shall continue to make reasonable provisions for the safety and health of its employees at the Plant during the hours of their employment. Proper heating and ventilating systems shall be installed where needed.

Section 11. Application. The foregoing shall be effective on the first working day following the date hereof and shall continue in full force and effect until terminated, modified or amended, except that the conditions hereof are subject to revision as may be required by law. The Company recognizes and will abide by the principle of collective bargaining relating to wages, hours and working conditions as provided by law, and it is understood that at the request of either the Company or the Union further conferences may be had in relation to any such matters, including specifically the question of a general vacation plan.

Dated at Chicago, Illinois, this sixth day of December, 1937.

Link-Belt Company,
Pershing Road Plant.

Link-Belt Company
Pershing Road Plant
Statement of Policy

2320 INTERVENER'S EXHIBIT NO. 11.

Notice.

This vacation policy effective January 1, 1938 is the result of collective bargaining negotiations between representatives of the Independent Union of Craftsmen and executives of Link-Belt Company.

1. Unless changed by the Management, a vacation due may be taken at any mutually agreeable time during the year.

2. All employees on a weekly or monthly salary basis will be allowed two weeks vacation with pay, after one year's service.

3. All employees on a weekly or monthly salary basis employed less than one year will be given one day's vacation with pay for each month of service up to a maximum of one week's vacation and pay for a vacation taken inside of the first twelve months of service.

4. All employees paid on an hourly or piecework basis will be allowed one day's vacation with pay for each year

of service, up to a maximum of ten days' vacation after ten years service.

5. All employees on an hourly or piecework basis shall be paid in proportion to their average daily earnings during the preceding 100 days worked.

6. When an employee has been laid off, he shall not lose his previous service record with the Company provided he returns to work when called, excepting that when an employee has been with the Company less than a year and is laid off for more than three months he forfeits any former service records should he return to work. If any employee fails to return to work when called he forfeits his previous service record. Any layoff period longer than two years cancels all previous service records.

7. Any period of leave of absence shall not be included as time of employment in computing length of service for vacations.

8. When an employee is granted a leave of absence he shall not lose his previous service record if he returns to work at the end of his leave of absence or is granted an extension.

9. An employee must have been actually at work for 90 days after a leave of absence or layoff before being entitled to a vacation.

10. All employees on an hourly or piecework basis who take three months or more leave of absence shall not be entitled to a vacation for twelve calendar months after their return but shall retain their vacation standing.

11. Vacations are provided for a period of rest, or change of activity, for the good of the employee and the Company alike. Therefore, continuous service without vacation but with extra compensation is not regarded as good policy.

12. Vacations are not to be considered as cumulative from year to year, but are intended to be taken during the year in which they become due.

13. Holidays of any kind occurring during an employees vacation will be counted as a part of his vacation.

14. Employees eligible for vacations who resign or are discharged for cause prior to their vacations, will not be entitled to vacations or vacation pay.

15. The Management hopes that the cooperation of our employees and the conditions of our business will warrant continuance of this plan.

E. L. Berry.

December 8, 1937.

2325 BEFORE THE NATIONAL LABOR RELATIONS BOARD.
• • (Caption XIII-C-303) • •

INTERMEDIATE REPORT.

Upon charge duly made, and acting pursuant to authority granted in Section 10(b) of the National Labor Relations Act, 49 Stat. 449, Regional Director of the Thirteenth Region, agent of the National Labor Relations Board, acting pursuant to its Rules and Regulations, Series 1, Article IV, Section 1, issued its complaint dated March 4, 1938, against Link-Belt Company, the respondent herein. The complaint and notice of hearing thereon were duly served upon respondent on March 4, 1938 in accordance with said Rules and Regulations, Series 1, Article V., Section 1. The complaint was amended (paragraphs 7 and 8) relating to rehiring Louis Salmons after proof in his case was presented. The amendment was allowed in so far as it conformed to the proof. The Complaint alleged:

That Respondent is an Illinois corporation operating a plant at 39th Street and Princeton Avenue, Chicago, Illinois, and is engaged in interstate commerce;

That it fostered, promoted, and dominated a labor organization known as Independent Union of Craftsmen and advised and encouraged its employees to join;

2326 That it discharged certain employees hereinafter named for engaging in union activities and rehired two of them on condition that they refrain from union activity; and that it discouraged membership in the Amalgamated Association of Iron, Steel and Tin Workers of North America;

That it hired one Frank Salinko on condition that he join the Independent Union of Craftsmen; and offered increased pay if all employees joined said Union; and circulated unauthorized petitions soliciting members therein;

And that it engaged in labor espionage.

The Answer alleged:

That respondent admits it is an Illinois corporation engaged in interstate commerce, and recognized the Independent Union of Craftsmen, but did not foster it; and

That it denies it discharged certain employees for other cause than inefficiency or reduction in working forces; but

that two employees were discharged for cause and rehired; and

That it denies generally the other allegations of the Complaint except that it is a member of a certain trade association.

Pursuant to the notice of hearing, the undersigned, as Trial Examiner of the National Labor Relations Board designated to conduct hearings in this case, conducted a hearing on March 14, 15, 16, 17, 18, 19, 20, 21, and 22, 1937, at United States Post Office Building, Chicago, Illinois. Respondent was represented by E. W. Ford, H. E. Seyforth, and W. F. Price of Pope and Ballard, and participated in the hearing. Benjamin Wham appeared for Independent Union of Craftsmen and the Board was represented by S. M. Reynolds.

Respondent's motion for a Bill of Particulars was denied. Board's counsel's motion to conform the pleadings to the proof was granted. Respondent's appli-
2327 cation for issuance of Subpoenas to Louis J. Disser, an employee of the Board's Regional Office, and to L. W. Beman, former Regional Director, were denied. Respondent's motions to strike and to dismiss for lack of proof and limitations upon cross-examination, made at the close of the Board's case, were denied at the close of the hearing. Intervenor's motion to strike evidence relating to Petitioner's majority membership was denied at close of hearing. Full opportunity to be heard, to cross-examine witnesses, and to produce evidence bearing upon the issues, was afforded to the parties. The parties were granted a reasonable period for oral argument, at the close of the hearing, and were afforded an opportunity to file briefs.

Upon the record as thus made, the stenographic report of the hearing and all the evidence, including oral testimony, documentary and other evidence received at the hearing, the undersigned makes, in addition to the above, the following specific findings of fact.

Findings of Fact.

I. Respondent and Its Business.

Link-Belt Company was incorporated in the State of Illinois on November 13, 1880, as Link-Belt Machinery Company. The name was changed to Link-Belt Company May 28, 1906. Respondent owns and operates seven plants indirectly: two in Chicago, Illinois (the 39th Street plant

at 300 West Pershing Road and the Caldwell-Moore plant at 2410 West 18th Street); two in Philadelphia, Pennsylvania; one in Atlanta, Georgia; two in Indianapolis, Indiana. Warehouses are maintained in Los Angeles, California; Portland, Oregon; Oakland, California; Seattle, Washington; Dallas, Texas; Detroit, Michigan; and Montreal, Quebec. Subsidiaries of Link-Belt Company operate plants in San Francisco; Toronto and Elmira, Ontario; and in Philadelphia, Pennsylvania. Twenty-eight sales offices are maintained by Link-Belt Company throughout the United States and Canada.

At its 39th Street plant in Chicago, Link-Belt Company engages in complete steel and iron foundry operations in connection with the production of cranes, shovels, draglines, mining conveyors, dumps, washers and driers, handling and preparation equipment for factories and foundries, mine tipples and miscellaneous other steel construction.

2328

II. Unfair Labor Practices.

A. The Union Petitioner.

Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge 1604 (hereinafter referred to as the Union) is a labor organization within the meaning of the Act and is affiliated with the Committee for Industrial Organization through the Steel Workers Organizing Committee.

B. Company Dominated Union.

Edward L. Berry, Assistant General Manager of respondent's 39th Street plant in Chicago, was quoted in relation to respondent's attitude toward unions as stating at about the time the initial discharges in this case occurred in 1936 that "when outside persons tell you how to run your plant, I'll get out of the industry." Berry reaffirmed this statement at the hearing. As respondent's agent handling labor relations, he testified in response to intervener's cross-examination that he refuses to deal with "outsiders"—will go out of business first—unions bring in strikes.

Predicated upon this viewpoint in its relation to Section 7(a) of National Industrial Recovery Act, respondent formed an Employee Representation Board and the record is replete with evidence of its organization and operation. It was a so-called company dominated union. The

National Labor Relations Act became effective July 5, 1935, and the National Industrial Recovery Act ineffective April, 1936. But the Representation Plan was not abandoned until April 19, 1937.

The steps taken in connection with such abandonment are illuminating in relation to the substitute, which was formed.

George Lindey, an employee 16 years with the company whose work is that of establishing rates of pay, production tables and claims, testified that he was "dis-
2329 mayed that the Wagner Act was legal" when the Supreme Court upheld the constitutionality of the Act on April 12, 1937, because he too feared outside influence and labor unrest and "some Union acts were pretty raw." The same day he and two other supervisory employees determined to form an "independent union," to contact an attorney and go out and organize, feeling that "the Old Board was disbanded by the Supreme Court Decision and that it was easier to organize without outside influences."

The next day, Tuesday, April 13, 1937, they prepared a "Petition" to find out the sentiment of workers in the plant. The odd purple color of the type in the petition is similar to respondent's Bill for Materials issued in the ordinary course of business and similar to two notifications of "Independent" Union meetings which a member, J. J. Elsen, an office worker 20 years with the company, testified he typed and hectographed in respondent's offices after working hours. Two other Independent Union notices are substantially the same, indicating they came from the same source.

The petition was circulated with unusual expedition throughout the plant on April 14, 1937. Respondent's witnesses are uniform in their testimony that it was done outside of working hours. The Union's witnesses are equally insistent that it was done on company time, principally by foreman or supervisory employees who, in many cases, coupled their circularization with statements indicating the advisability of workers "signing up to hold their jobs."

While the evidence is contradictory, the practically complete denial by foreman and supervisory employees that they ever circularized petitions or lists or even saw them circulated in the plant when the record is replete that two labor organizations were competing to organize the plant, that at the time there was labor unrest and agitation generally, is unworthy of full credence. Respondent's wit-

nesses' testimony that the Union was actively trying to organize on company time as well as off company time is reasonably supported by the record. By the same
2330 token the union witnesses' testimony that the "Independent Union" circulated these petitions through some of respondent's foremen and supervisory employees with the knowledge of respondent's responsible agents who, the record shows, were in sympathy with the efforts of old employees to keep out "outside influences" is equally true, notwithstanding respondent's testimony that all supervisory employees were warned not to interfere with union activities of employees off company time. This admonition was generally applied shortly after the petitions were circulated and the "Independent" recognized by respondent.

Two days later, on April 16, 1937, about 80 per cent of the workers in the 39th Street plant were signed up—there is contraverted testimony that foremen signed workers' names when the workers could not write, and that union members also signed with the "Independent."

Lindey stated that on April 17, 1937, he "contacted" a lawyer, as a result of a newspaper article, who advised him to dissolve the Old Board and incorporate the "Independent" Union. Respondent introduced into the record the notice of dissolution. The following day Lindey organized a "Committee of 7" and delegated a group to "approach the company" on April 19, 1937 for purposes of collective bargaining.

On April 21, 1937, respondent recognized the group as the collective bargaining agency for its workers, after checking the names on the petition or list, by posting a "Statement of Policy" on plant bulletin boards.

At the same time (April 19 and 21) application forms for membership in the Independent Union of Craftsmen were printed, circulated through the plant under the same circumstances as the petition or list, and signed up.

2331 On April 22, 1937, a general meeting was called by invitation cards circulated through the plant, to consider the proposed constitution of the Independent Union and its formation and organization. Paul Bozurich, who has been a molder for over 20 years, testified clearly for the Union; he said that workers joked about receiving this invitation on April 22, 1937, the day after the "agreement" was posted. The workers claimed that the "agreement" was executed before a union was formed, or members signed up or negotiations undertaken.

At the meeting of April 22, 1937, workers testified that

the union attorney explained the meaning of the Wagner Act; the part the company could play under the Supreme Court decision and "the method of financing under the guise of dues." Lindey explained the term "guise" was a mistake in the choice of words. Bozurich and other witnesses, however, testified the attorney explained substantially that "the company cannot support you directly financially but other arrangements can be made." Lindey stated that dues are the only source of revenue.

Lindey was secretary of the meeting of April 22, 1937 and testified that on "a motion to form into an Independent Union of Craftsmen" 90 per cent of the 500 people present stood up. The record shows that foremen, supervisory employees, wives of workers and children and girl office workers were present. Petitioner's witnesses testified that many present stood up in protest and that the meeting broke up in turmoil—being adjourned to May 4, 1937 (where admission was by membership card only) when a constitution and by-laws were adopted and acts of the "executive committee" approved. In fact, the "Independent" was then formed.

During this period there was active solicitation of "Independent" memberships in the Plant.

Lindey testified that negotiations were carried on with Berry to June 1, 1937, when a final contract was
2332 "agreed to verbally by the company—counsel advised Berry not to sign." "It wasn't thrown at us."

Ray Froeling, 23 years with the company, formerly on Employees Representation Board and active in organizing the "Independent" and securing the agreement or "Statement of Policy" of April 21, 1937, testified that there is very little distinction between the Old Board and the "Independent" Union of which he was an officer. Froeling called the Old Board's dissolution meeting and said that he kept "under cover" when soliciting for the "Independent" because "Louie Salmons was fired for organizing."

Most of the employees who succeeded in accomplishing in a phenomenally short time that which others could not do after a year of effort were men of long service with respondent—from 15 to 30 years—and who occupied generally supervisory positions over production workers—men who by habit looked in the direction of respondent rather than down the long vista of trade-unionism (a steel shop inspector, supervisors of motion and time studies, a pattern inspector and checker, planning room super-

visor, casting inspector, foreman in planning room, stock room clerk, rates-claims-table supervisor) — generally minor "key men" in production to whom production workers look for job security and to whom the respondent looks for efficient production.

The evidence shows the natural purpose reflected by the assistant general manager's attitude towards unions was accomplished through the Independent Union.

Frank Lackhouse, an Employees Board member, was instructed by Ray Froeling to solicit "Independent" organization petitions about April 16, 1937, as an employee named Brooks had gotten permission from the management to solicit. Brooks and Froeling denied this on
2333 on the stand. Oleson, a foreman, took Lackhouse upstairs to the hub room and told him that the plant "would be much better off with an 'inside' Union," and Lackhouse testified that he solicited all afternoon signing up 40 out of 360 men in the foundry. Lackhouse also testified that "Splits" Siskanskis, machine foreman, said "I'm sent around to sign up the fellows."

The foundry superintendent, Fred Skeats, was talking with steel-inspector Kovatch when Kovatch took Pete Solinko into the office to sign Solinko up for the "inside" union. Another steel inspector, identified as Kresge, collected dues from Solinko on company time saying "You are going to pay dues if you want to stay here."

The employment manager, Staske, however, told Pete Solinko when he was laid off that payment of Independent dues was no concern of the company.

On April 27, 1937, Bozurich quotes "Splits" Bill Siskanskis, a machine foreman, in a noon-hour discussion as saying that it would be very bad if the C. I. O. comes into the plant—the company would close down and there would be a lockout. Oleson, a foreman, was quoted as saying when John L. Lewis failed to appear at a C. I. O. mass-meeting, "that shows he don't care for you fellows —all he wants is your money."

Fred Skeats, the foundry foreman, is quoted by Bozurich at the time of Bozurich's discharge as saying that sooner or later one of the unions will come in—A. F. of L., C. I. O., or "Independent." "I will have to deal with them. I'd rather fire those suckers in the south end. This is an order to me from my big boss."

On or about June 2, 1937, Time Keeper Ericson insisted that Bozurich pay the 50 cents a month Independent dues, saying "all the company wants is to show the

Government it has a majority—the company pays your wages, not the Labor Board." Ericson made a complete denial.

Bench moulder, Joe Thomas, testified that "Splits" Siskanskis signed his name to the Independent or-
2334 ganization petition and solicited him to sign up a membership card, saying, "sign up, maybe lose job." Thomas refused and "Splits" tried a second time, brought him into the office where Thomas again refused, but "Splits" signed his name anyway.

C. Espionage.

James Causland, a lathe operator for respondent for 22 years, testified that he was also employed by National Metal Trades Association, an employer-group in metal production, for the purpose of "taking care of piece work trouble, dissatisfaction of workers with rates set on time studies, production and tooling methods." His reports were routed to the Association and then to Berry—no use of them was made by the Association according to the General Office Manager Abbott, who testified that he really knew nothing about Causland as Causland had been employed before Abbott took charge of the national offices —but Abbott immediately destroyed Causland's reports.

Berry also testified in the same vein—that Causland only reported on minor matters, such as workers' dissatisfactions with rates set, workers complaining of broken milk bottles endangering men, and such as the Sorensen situation when a worker was "wild or a disturber."

Causland testified that Abbott instructed him to "stop correspondence" about the time the Senate Sub-Committee on Education and Labor disclosed publically Causland's activities as an undercover operative. The Committee Report shows respondent paid $5,438 from 1933 to 1936 for qualified labor espionage, industrial munitions, strike-breaking and plant protection, etc. Abbott explained that "assessments" of members was measured by the pay roll funds were expended for apprentice and foreman training, safety, sanitation and picnics. The record shows that Causland was paid amounts for "expense" in addition to respondent's assessments to the Association. There is confusion as to whether the payments actually were for expenses or as compensation for services rendered.

The evidence shows that the Association concerned
2335 itself with labor agitation and labor activity and that labor reports made up the greatest percentage

of operatives' reports. Abbott testified that Causland was never a member of a union, whereas Causland admitted he belonged to a Machinists Union affiliated with American Federation of Labor, the C. I. O. until they learned of its activities, and now belongs to Independent Union of Craftsmen.

Abbott's testimony was of a broad general character but he stated that secret operatives were discontinued by the Association as a result of Federal Labor Legislation.

Correspondence subpoenaed from the Association relating to respondent was on general subjects including "Some questions and answers concerning the Wagner Act; important activities which our Association is carrying on designed to establish closer relations between employees and employers; tax deductions for Social Security; League for Industrial Rights; Court decisions v. N. L. R. B.; practical treatment of industrial relations problems."

During the spring of 1937 when two rival labor organizations agitated in respondent's plant and one of them was company-dominated as found in this report, nothing was more calculated to interfere with, restrain and coerce employees in the exercise of their right to self-organization than such activity on the part of Causland. Twenty years' habit may not reasonably be expected to change overnight—and Berry's evidence regarding the union activities of the Union's president was not direct but came to him from reports of others.

D. Discrimination in Hiring Frank Solinko.

When Pete Solinko, an illiterate grinder in respondent's employ for 14 months, tried to get his son a job with the company in May, 1937 (during the union campaign), he testified that Stanley Staske, respondent's employment manager asked Pete how strong the C. I. O. was and directed the witness to see John Kovatch, while his son remained in the employment office. Instead, the witness went back to his job and in about 10 minutes,
2336 Kovatch and another inspector came to him and asked his "check number." Kovatch asked his "check number." Kovatch asked him to sign up for the "inside union", but the witness replied that he had already signed up for the C. I. O. Union. Kovatch is quoted as saying that the witness' son, Frank, was in the office and wants to know how the witness stood on the two

unions; that "You want to sign up right away. We need you fellows right away because the company wants to find out who it is going to keep on the job." The witness said, "I ain't going to sign right away." The following day after talking with the foundry superintendent, Kovatch took the witness into the office and signed him up for the Independent Union, according to the witness. He testified, "I know for what I signed, if I sign I want my job. I was 4 years on steady relief before.—That same day he give him (the son) the job and put him to work."

E. Seniority.

Respondent defended its application of the seniority rule at the hearing by claiming that its foundry was "departmentalized" owing to the peculiar nature of its business. Occupational considerations were of secondary importance and the plan has actually not become effective. None of the workers were aware of this method of applying the rule and respondent's own witnesses were uncertain as to the application of the rule.

The foundry superintendent explained this uncertainty by stating that although the respondent has been in business over 40 years there was no reason to apply a seniority rule until October, 1937 and, therefore, not enough time had elapsed to test its actual operation. He introduced exhibits to show the way in which he applied it, but the classification of employees on the "sprocket floor" is different on the two exhibits covering that department and illustrates the conditions under which the workers were discriminated against. The exhibits were prepared at the time of the hearing and while possibly reflecting the broad plan the respondent applied last fall, they were not permanent records at the time the discharges occurred.

2337 It is clear from the record that the rule as applied on the dates of discharges herein did not afford workers the protection it is intended to give and in consequence, the discriminatory character of the discharges in violation of the rule is supported by the testimony of the workers which is not refuted by the conflicting testimony of respondent's witnesses.

F. Discharges.

Joseph E. Novak.

On December 21, 1936, Novak was discharged by Berry who is quoted as saying in Conroy's presence, "You are an organizer and instigator of a union and spending more of your time on other things than your job." Novak said, "That's the first I've heard of it. I'm being made the goat."

Following mediation by the Regional office, Novak was rehired. He testified that Berry said, "Well, I'll give you your job on one condition only—do you think I want C. I. O. or any union solicitors—or any solicitation on street cars outside the plant." Novak said he wasn't doing anything of the sort, therefore, there was no reason to promise. Berry said, "You know how it is. I don't want any organizers." The day before Novak went back to work he again talked with Berry along the same lines—strikes were talked of any Berry is quoted as saying, "Unions don't do any good—I want no union to mar my place." Novak testified, "I agree to your conditions and I promise not to organize."

Novak joined the C. I. O. about a week after April 12, 1937, and his discharge, though erroneous, was an unfair labor practice.

Paul Bozurich.

Bozurich, an unusually intelligent witness, has been a moulder since 1916 and had been employed by respondent 18 months when he was discharged November 9, 1937, in violation of what the workers understood to be the seniority rule. There is no reasonable question of his efficiency. He joined the C. I. O. March 13, 1937, and the evidence shows that he engaged in union activities, 2338 but not on company time. At the first meeting of the Independent Union on April 22, 1934, he was a leader among those who sought answers to questions on (1) membership classification, on (2) the clause is membership applications repudiating former signatures, and on (3) absence of a recording secretary. At the second meeting of May 4 he sought admission as a plant employee, but was barred as a non-member.

On or about April 26, 1937, Inspector Kovatch and Time Keeper Ericson said to Bozurich, "Paul, there is your clock number. You better sign if you know what is good for you," and the following day Kovatch came

to him with an Independent membership book which bore the notation, "Bozurich signed but refused to pay." Kovatch said, "Its for your own good, better pay." Kovatch and Ericson denied this.

On November 9, 1937, when he was discharged, Julius Robinson, an "Independent" shop steward, is quoted as saying, "they are going to cut you fellows heads off—they want to pile it up on you." On the stand Robinson denied everything he was alleged to have said.

Bozurich claims he was shifted from the south end of the grey-iron-floor to the side-floor (a separate department) and then back to the north-end of the grey-iron-floor in furtherance of a company policy to cause him to lose his seniority rights under the departmental-seniority plan. The effect of the shift was as he claimed. When he was at the south-end of the grey-iron-floor he was senior to 8 or 9 other moulders. When he was on the side-floor these juniors were transferred to another department and when the witness was moved back to the grey-iron-floor, he was the newest man in that department. Respondent claims that the shifts were due to operating convenience and not for the purpose of discriminating against Bozurich. The effect, however, was discriminatory.

2339 Louis Salmons.

On September 21, 1936, Salmons, an electrician with the company 14 years and president of the Union, was discharged by Berry after admitting that he spread union propaganda. The issue is whether his union activity was engaged in during working hours. As maintenance trouble shooter, his work took him all over the plant.

When he was rehired after mediation of the Board's Regional office, Salmons testified he said to Berry, "I want my job back." Berry acquiesced and said, "Go up stairs—no more running around the plant and no more organizing inside the plant." Salmons said that "There would be plenty outside, though."

Berry testified that he saw Salmons talking to the sand-slinger operator called "Long John" on September 15, 1936, and when Berry went over and asked whether something was wrong with the motor, "Long John" replied in the negative. Berry asked him what Salmons had been doing there talking to him and "Long John" said Salmons was soliciting for the C. I. O. Other reports of Salmons soliciting on company time had come to him, Berry testified.

Salmons denied this solicitation, but admitted frankly that he did solicit on company time when he thought nobody was watching.

On December 21, 1936, when he rehired Salmons, the evidence shows that Berry testified it was on condition that there be "no unionizing on company time." Salmons agreed and said he was a man of his word. He was put to work in the tool room with interim pay rises and retention of vacation rights. He was not put back on the maintenance crew where he could freely move about the plant.

William Conroy, production superintendent, was called in by Berry to witness the discharge and the rehiring. He quotes Berry as saying to Salmons in September 21, 1936, "Lou, you've been spending more time organizing than working," and that Salmons replied, "That's my privilege under the law." Conroy testified that 6 weeks later when Salmons was rehired, he said, "I won't do any organizing on company time."

2340 Salmons testified that he confines his charge of discrimination to the period between December 21, 1936 and March 1937 although he is the highest rated hourly man and he now works at a job that is an equivalent pay level as his old job—the difference being in the character of the work, his old job being maintenance and his new job is electrical work on a bench. He is better satisfied with his new job compared with the old job except as to hours worked which differ because a trouble-shooter maintenance-man may be called for excess work in an emergency which would not arise in bench work. He has merely been limited in "circulating through the plant" when carrying on union activities in the same manner as he did when he was a representative on the old Employees' Board, and this limitation of activity or "circulation" is not an unreasonable limitation under the circumstances.

At the hearing it was pointed out to Salmons that the complaint is "you were rehired on condition that you refrain from further labor union activity or membership in a labor organization," and Salmons replied "I think you have got somebody else then. Is that mine—I don't remember anything about that at all."

In view of the record on this case and Salmons' frank admissions, the discharge was not discriminatory within the meaning of the Act. The complaint as to Salmons should be dismissed.

Nels Carl Sorensen.

On October 1, 1936, Sorensen, a janitor who had worked for respondent in various capacities since 1927, was discharged. He was a good worker and not lazy. The record shows that he had joined the C. I. O. about a month previously and his foreman is quoted as coupling his discharge with union activities. The evidence is clear, however, that Sorensen was irritated, when men made his cleaning job difficult for him and Berry, the assistant general manager, testified that Sorensen was a general disturber, arbitrary, argumentative, and is, therefore, an undesirable worker. His foreman confirmed this testimony and his discharge was warranted.

2341 Mike Karabol

Karabol had worked for respondent about 12 years when he was discharged May 19, 1937, for inefficiency according to respondent. Although respondent has maintained time-studies for 28 years, no records were introduced covering Karabol's efficiency during his long period of service, except one report covering the 6 weeks prior to Karabol's discharge.

Karabol testified that he refused to sign up with the "Independent" when solicited by George Belov, night foreman, about April 22, 1937, but he did join the C. I. O. about that time.

In the light of all the circumstances, the respondent's reason for this discharge is not supported.

Nick Cummerick

On May 19, 1937, Cummerick was discharged for inefficiency according to the respondent. He was hired in December 1936 as a chipper and grinder, but used as a laborer largely; and put to work as a chipper shortly before his discharge. The time-study introduced in evidence is subject to the same weakness as that in the Karabol case. He claims that his night foreman, Belov, said that Cummerick was a good man.

Harry Johnson

Johnson was employed by respondent as a boring-mill-operator in the machine shop when he was discharged December 8, 1937. He was originally employed in 1929 for about a year and later rehired in 1935. Pete Schuman, his foreman, told him when he was discharged that the senority rule was based on date of hiring rather than by depart-

ment. Johnson was senior to three other workers when he was discharged.

He joined the C. I. O. in January 1937 and actively solicited membership during lunch hour. In May 1937, he was transferred to night work and there is no evidence that he was not a competent worker.

In view of the violation of the ordinary seniority rule and the competition between the two unions, his discharge under all the circumstances was discriminatory.

2342 John Kalamarie.

Kalamarie was an acytelene welder 21 months and an electric welder 3 months prior to his discharge on November 30, 1937. He joined the C. I. O. and was very active in union affairs, being a member of the Grievance Committee.

The evidence is contradictory relative to his promotion to the electric welder job. His superintendent, McKinney, said that Kalamarie wanted to learn and to earn more pay; that McKinney pointed out at the time of transfer to electric welding in August Kalamarie would lose his seniority as a gas welder. Kalamarie denies any such statement. Superintendent Skeats testified that the seniority rule was new and there was no need for its application until October, 1937. It is clear that the method of its application is uncertain. Kalamarie stated that McKinney suggested the transfer and offered to permit Kalamarie to return to gas-burning if he failed to make good on the electric-burning job. Kalamarie would not take the new job if he would lose his seniority rights. Kalamarie was senior to three other workers who were retained after Kalamarie's discharge.

Stanley Balcauski.

Balcauski, a core-maker, employed by respondent in May, 1936 was discharged November 17, 1937. On November 8, 1937, he was warned by Superintendent Skeats not to collect union dues on company time or on company property. In August, 1937 a misunderstanding arose over an accounting mistake in his pay envelope and Assistant General Manager Berry warned Balcauski about spreading false rumors and published a notice on the bulletin board to that effect.

Balcauski joined the C. I. O. in April, 1936, was active at meetings, was a guard, a steward, dues collector, and helped organize. He was senior to three other workers.

2343 Conclusion.

Said Joseph E. Novak was discharged by Edward L. Berry, an agent of the respondent, on December 21, 1936, for the reason that said Joseph E. Novak joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities, for the purpose of collective bargaining and other mutual aid and protection.

Said Paul Bozurich was discharged by Fred Skeats, an agent of the respondent, on November 9, 1937, and has since been refused employment by respondent, for the reason that said Paul Bozurich joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection.

Said Mike Karabol was discharged by George Belov, an agent of the respondent, on May 19, 1937, and has since been refused employment by respondent, for the reason that said Mike Karabol joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities, for the purpose of collective bargaining and other mutual aid and protection.

Said Nick Cummerich was discharged by George Belov, an agent of the respondent, on May 19, 1937, and has since been refused employment by respondent, for the reason that said Nick Cummerich joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities, for the purpose of collective bargaining and other mutual aid and protection.

Said Harry Johnson was discharged by Pete Schwam, an agent of the respondent, on December 8, 1937, and has since been refused employment by respondent, for the reason that said Harry Johnson joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities, for the purpose of collective bargaining and other mutual aid and protection.

2344 Said John Kalamarie was discharged by Bill Morley, an agent of the respondent, on November 30, 1937, and has since been refused employment by respondent, for the reason that said John Kalamarie joined and assisted a labor organization known as Amalgamated Association of

Iron, Steel and Tin Workers of North America and engaged in concerted activities, for the purpose of collective bargaining and other mutual aid and protection.

Said Stanley Balcauski was discharged by Fred Skeats, an agent of the respondent, on November 17, 1937, and has since been refused employment by respondent, for the reason that said Stanley Balcauski joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities, for the purpose of collective bargaining and other mutual aid and protection.

By said discharges and refusals to employ said Paul Bozurich, Mike Karabol, Nick Cummerich, Harry Johnson, John Kalamarie, and Stanley Balcauski, respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

By said discharges and refusals to employ said Paul Bozurich, Mike Karabol, Nick Cummerich, Harry Johnson, John Kalamarie, and Stanley Balcauski, respondent has discouraged membership in the labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America.

III. Interstate Commerce.

The average tonnage production of the 39th Street plant of respondent in Chicago under normal conditions amounts to approximately 1,100 tons monthly. Link-Belt Company as a whole employs approximately 5,000 persons throughout the country. At the 39th Street plant in Chicago approximately 1,200 employees are on the pay roll during the peak season and approximately 750 at low ebb.

Raw materials utilized in the 39th Street plant in Chicago consist principally of pig iron and scrap iron, and approximately 90 per cent of all raw materials used in the plant are received by rail from States other than the
2345 State of Illinois. Large quantities of scrap iron are purchased from various scrap iron dealers.

Finished products manufactured and assembled in the 39th Street plant in Chicago are shipped principally by rail, approximately 80 per cent to points outside the State of Illinois and approximately 20 per cent to points within the State of Illinois. The finished products are marketed throughout the United States and Canada and other foreign

countries through retail outlets, branches, salesmen and central warehouses.

I find that the activities of respondent set forth in Section II above, occurring in connection with the operations of the respondent set forth in Section III, have a close, intimate, and substantial relation to trade, traffic and commerce among the several States, and have led and tend to lead to labor disputes burdening commerce and the free flow of commerce.

Conclusions and Recommendations.

Upon the basis of the foregoing findings of fact, the undersigned hereby determines and concludes:

Respondent by (a) fostering, dominating and interfering with the formation of the labor organization known as Independent Union of Craftsmen and by contributing financial and other support to it, and by

(b) discharging Joseph E. Novak and discharging and refusing to reemploy Paul Bozurich, Mike Karabol, Nick Cummerich, Harry Johnson, John Kalamarie, and Stanley Balcauski, and thus discouraging membership in the labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge No. 1604, and by

(c) interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as set forth in the above findings of fact, has engaged in and is engaging in an unfair labor practice affecting commerce within the meaning of Section 8, subdivisions (1), (2), and (3), and Section 2, subdivisions (6) and (7) of the National Labor Relations Act.

Wherefore, the undersigned recommends that:

1. Respondent cease and desist from interfering
2346 with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

2. Respondent cease and desist from discouraging membership in any labor organization by discrimination in regard to hire or tenure of employment or any term or condition of employment; dominating or interfering with the formation or administration of Independent Union of

Craftsmen or any other labor organization; and from contributing financial or other support to said Independent Union of Craftsmen or any other labor organization; or from engaging or causing to be engaged, directly or indirectly, any person for labor espionage.

3. In order to effectuate the policies of the Act, take the following affirmative action:

a. Upon application, offer to Paul Bozurich, Nick Cummerich, Mike Karabol, Harry Johnson, John Kalamarie, and Stanley Balcauski, immediate and full reinstatement to their former positions, without prejudice to their seniority or other rights or privileges, dismissing, if necessary, such employees as respondent has hired since their respective discharges.

b. Make whole said employees, including Joseph E. Noval, heretofore rehired, who were discharged, for any losses they may have suffered, by payment to each of them respectively, of a sum equal to that which each of them would normally have earned as wages during the period from the date of any such discharges to the date of offer of reinstatement, less any amount earned by each of them, respectively, during such period;

c. Withdraw all recognition from Independent
2347 Union of Craftsmen and completely disestablish all relations with the Independent Union of Craftsmen.

d. Post immediately notices in conspicuous places at the 39th Street plant where they will be observed by the respondent's employees, stating (1) that the respondent will cease and desist in the manner aforesaid; (2) that the respondent's employees are free to join or assist any labor organization; (3) that the respondent has withdrawn all recognition from the Independent Union of Craftsmen and has disestablished all relations with said Union; (4) that respondent will not discriminate against members of any labor organization of its employees, or any person assisting such organization, by reason of such membership or assistance and (5) maintain said notices for a period of sixty (60) consecutive days from the date of posting.

File with the Regional Director for the Thirteenth Region within ten (10) days after the service upon respondent of a copy of this Intermediate Report, a statement in writing setting forth in detail the manner and form in which it has complied with the foregoing requirements.

It is recommended that, unless the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the matter be referred

forthwith to the National Labor Relations Board and that said Board issue an order requiring respondent to take the action aforesaid.

It is further recommended that the complaint be dismissed as to Louis Salmons and Nels Carl Sorensen.

Request for the privilege of oral argument before the National Labor Relations Board upon issues raised by any exceptions to this Report must be made within ten (10) days from the receipt of this Report.

Hugh C. McCarthy,
Hugh C. McCarthy,
Trial Examiner.

Dated: May 9, 1938.

2348 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

To the Honorable, the National Labor Relations Board:

Now comes Lodge 1604 of Amalgamated Association of Iron, Steel & Tin Workers of North America, through Steel Workers Organizing Committee, affiliated with Committee for Industrial Organization, and respectfully requests of this Honorable Board that an extension of time in which to file exceptions to the Intermediate Report of the Trial Examiner be granted to this petitioner, for the reason that an investigation, which is now being made leading toward exceptions to certain parts of the intermediate report, is not completed, and cannot be completed within the time allowed under the rules of the Board in which to file exceptions. Your petitioner therefore requests an extension of five (5) days in which to file exceptions.

Dated at Chicago, Illinois, this 18th day of May, A. D. 1938.

Lodge 1604 Amalgamated Association of Iron, Steel & Tin Workers of North America, through Steel Workers Organizing Committee, affiliated with C. I. O.,
By John J. Brownlee,
John J. Brownlee,
Representative,
1910 Engineering Bldg.,
Chicago, Ills.

Original & 3 carbons to NLRB, Washington, D. C.
1 carbon to Pope & Ballard, Attorneys, 120 S. LaSalle St., Chicago, Ills.
1 carbon to Benjamin Wham, Attorney, 231 S. LaSalle St., Chicago, Ills.

2349 (Letterhead of National Labor Relations Board,
Washington, D. C.)

20th May 1938

John J. Brownlee, Esq., Representative,
Lodge 1604, A. A. I. S. & T. W. A.,
1910 Engineering Bldg.,
Chicago, Illinois.

Re: Link-Belt Company
(Formerly XIII-C-303)
Case No. C-607

Dear Sir:

This will acknowledge your request of May 18th for extension of time with which to file exceptions to the Intermediate Report of the Trial Examiner in the above noted case, duly filed on behalf of the Union therein.

In accordance with such request, you are hereby granted an extension of five days for the filing of such exceptions.

Very truly yours,

Nathan Witt,
Secretary.

2350 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

(Caption—C-607)

Exceptions to the Record and Intermediate Report.

Link-Belt Company, a corporation,
Respondent.

Pope & Ballard,
120 South La Salle Street,
Chicago, Illinois,
Attorneys for Respondent.

Herbert Pope,
E. S. Ballard,
Henry E. Seyfarth,
William F. Price,
Of Counsel.

May 20, 1938.
Chicago, Illinois.

Respondent Requests Oral Argument and Permission to File Brief in Support of Exceptions.

2351 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

EXCEPTIONS TO THE RECORD AND INTERMEDIATE REPORT.

Respondent, Link-Belt Company, pursuant to Section 34, Article II of the Rules and Regulations, Series 1, as amended, of April 27, 1936, of the National Labor Relations Board, files herewith with the National Labor Relations Board at Washington, D. C., four written (printed) copies of this, its exceptions to the Record and Intermediate Report.

The hearing was on a complaint amended after proof; motion for a bill of particulars, which was denied; answer of respondent denying all allegations of unfair labor practices; application for issuance of subpoenas, which was denied; the testimony of witnesses and documentary evidence produced; the respondent's motions to strike and dismiss for lack of proof, which were denied; intermediate report of trial examiner making many findings, conclusions and recommendations against respondent; to each and all of which actions, rulings, holdings, conclusions, findings and recommendations; to the intermediate report; and to the record as a whole, the respondent takes exception and individual, separate exceptions.

2352 Section A.

Exceptions to the Intermediate Report.

Respondent, Link-Belt Company, excepts to the intermediate report of Hugh C. McCarthy, trial examiner, and respectfully submits that said trial examiner erred in the following respects:

1. In that he failed and refused to conscientiously consider the testimony of Edward L. Berry.
2. In that he failed and refused to conscientiously consider the testimony of Fred B. Skeates.
3. In that he failed and refused to conscientiously consider the testimony of William A. Conroy.
4. In that he failed and refused to conscientiously consider the testimony of Charles Leonard.
5. In that he failed and refused to conscientiously consider the testimony of Edward L. McKinney.

6. In that he failed and refused to conscientiously consider the testimony of Edgar Wellington Wright.
7. In that he failed and refused to conscientiously consider the testimony of William Siskauskis.
8. In that he failed and refused to conscientiously consider the testimony of Axel E. Olson.
9. In that he failed and refused to conscientiously consider the testimony of John J. Elsen.
10. In that he failed and refused to conscientiously consider the testimony of William Peters.
11. In that he failed and refused to conscientiously consider the testimony of William A. Morley.
2353 12. In that he failed and refused to conscientiously consider the testimony of Fred L. Pyle.
13. In that he failed and refused to conscientiously consider the testimony of Mike Masilonis.
14. In that he failed and refused to conscientiously consider the testimony of Joseph Forss.
15. In that he failed and refused to conscientiously consider the testimony of Fred Carlson.
16. In that he failed and refused to conscientiously consider the testimony of Stanley A. Staskey.
17. In that he failed and refused to conscientiously consider the testimony of O. R. Abbot.
19. In that he failed and refused to conscientiously consider the testimony of George F. Linde, John Litster, Ray Froling, Hubert Brucks, Arthur B. Ross, Alvin S. Friberg, Arthur H. Rosenbaum, John Kowatch, Ralph B. Kresze, William J. Greenlee, Walter Balton, John W. Bailey, Russell Paul Erickson, William Sterling, Leo de Runtz, Edward Smith, William D. Richards, John L. Workman, Joseph Jeske, Frank Kugicki, Julius Robinson, John Lubenkov, Joseph Speiser, Joseph Szabo, August Nordine, Archibald Johnson and Edgar Jamison.
18. In that he failed and refused to conscientiously consider the testimony of James Causland.
20. In that he failed to find that respondent hired Frank Solinko unconditionally.
21. In that he failed to find that Joseph E. Novak was discharged for good and proper cause.
22. In that he failed to find that Paul Bozurich was laid off solely for lack of work.
23. In that he failed to find that Mike Karabol was discharged solely for inefficiency.
2354 24. In that he failed to find that Nick Cummerick was discharged solely for inefficiency.

25. In that he failed to find that Harry Johnson was laid off solely for lack of work.

26. In that he failed to find that John Kalamarie was laid off solely for lack of work.

27. In that he failed to find that Stanley Balcauski was laid off solely for lack of work.

28. In that he failed to find that Independent Union of Craftsmen was not supported financially or otherwise, was not dominated in any manner and was not fostered by or interfered with in its formation by respondent.

29. In that he failed to find that respondent has not committed any of the unfair labor practices enumerated in section 8 of the National Labor Relations Act.

30. In that he failed to find that respondent has not violated any of the provisions of the National Labor Relations Act.

31. In that he failed to recommend that the proceedings against respondent be dismissed.

32. In that he failed to find that the National Labor Relations Board has no jurisdiction over respondent or over the subject matter of said complaint.

33. In that he prejudged the issues presented by the complaint and answer thereto and completely disregarded the evidence of respondent upon the merits of the controversy.

34. In that he was influenced by extraneous considerations in making his findings and reaching his conclusions.

35. In that the purported hearing failed to meet the rudimentary requirements of fair play.

36. In making said intermediate report dated May 9, 1938.

2355 37. In making his findings of fact dated May 9, 1938.

38. In making his conclusions dated May 9, 1938.

39. In making his recommendations dated May 9, 1938.

40. In stating that full opportunity to be heard, to cross-examine witnesses and to present evidence bearing upon the issues was afforded to the respondent (I. R. 3).

41. In stating that respondent was granted a reasonable period for oral argument, at the close of the hearing, and was afforded an opportunity to file briefs (I. R. 3).

42. In that the finding of the trial examiner that "Edward L. Berry, assistant general manager of respondent's 39th Street Plan in Chicago was quoted in relation to respondent's attitude towards unions as stating at about the time the initial discharges in this case occurred in 1936 that

'When outside persons tell you how to run your plant I'll get out of industry' " is not supported by and is contrary to the evidence (I. R. 4).

43. In that the finding of the trial examiner that "Berry reaffirmed this statement at the hearing" is not supported by and is contrary to the evidence (I. R. 4).

44. In that the finding of the trial examiner that "Berry testified in response to intervenor's cross-examination that he refuses to deal with 'outsiders'—will go out of business first—unions bring in strikes" is not supported by and is contrary to the evidence (I. R. 4).

45. In that the finding of the trial examiner that "Respondent's viewpoint in its relation to section 7 (a) of the National Industrial Recovery Act was predicated upon such phrases as set forth above" is not supported by and is contrary to the evidence (I. R. 4).

46. In that the finding of the trial examiner that
2356 "Respondent formed an employee representation plan and the record is replete with evidence of its organization and operation" is not supported by and is contrary to the evidence (I. R. 4).

47. In that the finding of the trial examiner that "The employees' representation board was a so-called company dominated union" is not supported by and is contrary to the evidence (I. R. 4).

48. In that the finding of the trial examiner that "The representation plan was not abandoned until April 19, 1937" is not supported by and is contrary to the evidence (I. R. 4).

49. In that the finding of the trial examiner that "The steps taken in connection with such abandonment are illuminating in relation to the substitute which was formed" is not supported by and is contrary to the evidence (I. R. 4).

50. In that the finding of the trial examiner that "George Lindey and two other supervisory employees determined to form an 'independent union'" is not supported by and is contrary to the evidence (I. R. 5).

51. In that the finding of the trial examiner that "The petition was circulated with unusual expedition throughout the plant on April 14, 1937" is not supported by and is contrary to the evidence (I. R. 5).

52. In that the finding of the trial examiner that "The Union's witnesses are equally insistent that it was done on company time, principally by foremen and supervisory employees who, in many cases, coupled their circularization with statements indicating the advisability of workers

'signing up to hold their jobs' " is not supported by and is contrary to the evidence (I. R. 5).

53. In that the finding of the trial examiner that
2357 "The practically complete denial by foremen and supervisory employees that they ever circularized petitions or lists or even saw them circulated in the plant when the record is replete that two labor organizations were competing to organize the plant, that at the time there was labor unrest and agitation generally, is unworthy of full credence" is not supported by and is contrary to the evidence (I. R. 5).

54. In that the finding of the trial examiner that "The admonition to supervisory employees not to interfere with union activities of employees off company time was generally applied shortly after the petitions were circulated and the 'independent' recognized by respondent" is not supported by and is contrary to the evidence (I. R. 6).

55. In that the finding of the trial examiner that "There is controverted testimony that foremen signed workers' names when the workers could not write, and that union members also signed with the independent" is not supported by and is contrary to the evidence (I. R. 6).

56. In that the finding of the trial examiner that "Lindey contacted a lawyer who advised him to dissolve the old board and incorporate the independent union" is not supported by and is contrary to the evidence (I. R. 6).

57. In that the finding of the trial examiner that "On April 21, 1937, respondent recognized the group as the collective bargaining agency for its workers after checking the names on the petition or list by posting a 'statement of policy' on plant bulletin boards" is not supported by and is contrary to the evidence (I. R. 6).

58. In that the finding of the trial examiner that "Application forms for membership in the independent union of craftsmen were printed, circulated throughout the
2358 plant under the same circumstances as the petition or list and signed up" is not supported by and is contrary to the evidence (I. R. 6).

59. In that the finding of the trial examiner that "On April 22, 1937 a general meeting was called by invitation cards circulated through the plant to consider the proposed constitution of the independent union and its formation and organization" is not supported by and is contrary to the evidence (I. R. 7).

60. In that the finding of the trial examiner that "Paul Bozurich * * * testified clearly" is not supported by and is contrary to the evidence (I. R. 7).

61. In that the finding of the trial examiner that "At the meeting of April 22, 1937, workers testified that the union attorney explained the meaning of the Wagner Act; the part of the company could play under the Supreme Court decision and 'the method of financing under the guise of dues'" is not supported by and is contrary to the evidence (I. R. 7).

62. In that the finding of the trial examiner that "Bozurich and other witnesses however testified the attorney explained substantially that 'The Company cannot support you directly financially but other arrangements can be made'" is not supported by and is contrary to the evidence (I. R. 7).

63. In that the finding of the trial examiner that "the record shows that foremen, supervisory employees, wives of workers, and children and girl office workers were present" is not supported by and is contrary to the evidence (I. R. 7).

64. In that the finding of the trial examiner that "petitioner's witnesses testified that many present stood up in protest and that the meeting broke up in turmoil—being adjourned to May 4, 1937 (where admission was by 2359 membership card only) when a constitution and by-laws were adopted and acts of the 'Executive Committee' approved" is not supported by and is contrary to the evidence (I. R. 7).

65. In that the finding of the trial examiner that "In fact the 'independent' was then formed" is not supported by and is contrary to the evidence (I. R. 7).

66. In that the finding of the trial examiner that "during this period there was active solicitation of 'independent' memberships in the plant" is not supported by and is contrary to the evidence (I. R. 7).

67. In that the finding of the trial examiner that "it wasn't thrown at us" is not supported by and is contrary to the evidence (I. R. 8).

68. In that the finding of the trial examiner that "Ray Froeling * * * testified that there is very little distinction between the old board and the 'independent' union of which he was an officer" is not supported by and is contrary to the evidence (I. R. 8).

69. In that the finding of the trial examiner that "most of the employees who succeeded in accomplishing in a phenomenally short time that which others could not do after a year of effort were men of long service with respondent—from 15 to 30 years—and who occupied generally

supervisory positions over production workers" is not supported by and is contrary to the evidence (I. R. 8).

70. In that the finding of the trial examiner that "men who by habit looked in the direction of the respondent rather than down the long vista of trade unionism— * * * generally minor 'key men' in production to whom the production workers look for job security and to whom the respondent looks for efficient production" is not supported by and is contrary to the evidence (I. R. 8).

2360 71. In that the finding of the trial examiner that "the evidence shows the natural purpose reflected by the assistant general manager's attitude towards unions was accomplished through the independent union" is not supported by and is contrary to the evidence (I. R. 8).

72. In that the finding of the trial examiner that "Frank Lackhouse, an employee board member, was instructed by Ray Froeling to solicit 'independent' organization petitions about April 16, 1937, as an employee named Brooks has gotten permission from the management to solicit" is not supported by and is contrary to the evidence (I. R. 8).

73. In that the finding of the trial examiner that "Oleson, a foreman, took Lackhouse upstairs to the hub room and told him that the plant 'would be much better off with an inside union' " is not supported by and is contrary to the evidence (I. R. 9).

74. In that the finding of the trial examiner that "Lackhouse also testified that 'Splits' Siskauskis, machine foreman, said 'I'm sent around to sign up the fellows' " is not supported by and is contrary to the evidence (I. R. 9).

75. In that the findings of the trial examiner that "the foundry superintendent, Fred Skeats, was talking with Steel Inspector Kovatch, when Kovatch took Pete Solinko into the office to sign Solinko up for the 'inside' union and another Steel Inspector, identified as Kresge collected dues from Solinko on company time saying 'You are going to pay dues if you want to stay here' " are not supported by and are contrary to the evidence (I. R. 9).

76. In that the finding of the trial examiner that "On April 27, 1937, Bozurich quotes 'Splits' Bill Siskauskis, a machine foreman, in a noon hour discussion as saying

2361 that it would be very bad if the C. I. O. comes into the plant—the company would close down and there would be a lock-out" is not supported by and is contrary to the evidence (I. R. 9).

77. In that the finding of the trial examiner that "Ole-

son, a foreman, was quoted as saying that when John L. Lewis failed to appear at a C. I. O. mass meeting 'that shows he don't care for you fellows—all he wants is your money' " is not supported by and is contrary to the evidence (I. R. 9).

78. In that the finding of the trial examiner that "Fred Skeats is quoted by Bozurich as saying that sooner or later one of the unions will come in—A. F. of L., C. I. O., or 'Independent'—'I will have to deal with them, I'd rather fire those suckers in the south end, that is an order to me from my big boss' " is not supported by and is contrary to the evidence (I. R. 9).

79. In that the finding of the trial examiner that "On or about June 2, 1937, timekeeper Ericson insisted that Bozurich pay the 50 cents a month independent dues, saying 'All the company wants is to show the Government it has a majority—the company pays your wages, not the Labor Board' " is not supported by and is contrary to the evidence (I. R. 9).

80. In that the findings of the trial examiner that "Bench moulder Joe Thomas testified that 'Splits' Siskauskis signed his name to the independent organization petition and solicited him to sign up a membership card saying 'Sign up, maybe lose job' and Thomas refused and 'Splits' tried a second time, brought him into the office where Thomas again refused, but 'Splits' signed his name anyway" are not supported by and are contrary to the evidence (I. R. 9, 10).

81. In that the finding of the trial examiner that
2362 "Abbott immediately destroyed Causland's reports" is not supported by and is contrary to the evidence (I. R. 10).

82. In that the finding of the trial examiner that "Causland testified that Abbott instructed him to 'stop correspondence' about the time the Senate Subcommittee on Education and Labor disclosed publicly Causland's activities as an undercover operative" is not supported by and is contrary to the evidence (I. R. 10).

83. In that the finding of the trial examiner that "The committee report shows respondent paid $5,438 from 1933 to 1936 for qualified labor espionage, industrial munitions, strikebreaking and plant protection, etc." is not supported by and is contrary to the evidence (I. R. 10).

84. In that the finding of the trial examiner that "The record shows Causland was paid amounts for 'expenses' in addition to respondent's assessments to the Association"

is not supported by and is contrary to the evidence (I. R. 10).

85. In that the finding of the trial examiner that "There is confusion as to whether the payments actually were for expenses or as compensation for services rendered" is not supported by and is contrary to the evidence (I. R. 10).

86. In that the finding of the trial examiner that "The evidence shows that the Association concerned itself with labor agitation and labor activity and that labor reports made up the greatest percentage of operatives' reports" is not supported by and is contrary to the evidence (I. R. 10, 11).

87. In that the finding of the trial examiner that "Whereas Causland admitted that he belonged to a machinists' union affiliated with the American Federation of Labor, the C. I. O. until they learned of his activities and now belongs to the Independent Union of Craftsmen" 2363 is not supported by and is contrary to the evidence (I. R. 11).

88. In that the finding of the trial examiner that "Abbott's testimony was of a broad, general character but he stated that secret operatives were discontinued by the association as a result of federal labor legislation" is not supported by and is contrary to the evidence (I. R. 11).

89. In that the finding of the trial examiner that "During the spring of 1937 when two rival labor organizations agitated in respondent's plant and one of them was company-dominated as found in this report nothing was more calculated to interfere with, restrain and coerce employees in the exercise of their right to self-organization, than such activity on the part of Causland" is not supported by and is contrary to the evidence (I. R. 11).

90. In that the findings of the trial examiner that "Twenty years' habit may not reasonably be expected to change over night—and Berry's evidence regarding union activities of the union's president was not direct but came to him from reports of others" are not supported by and are contrary to the evidence (I. R. 11).

91. In that the findings of the trial examiner that "Pete Solinko * * * testified that Stanley Staske, respondent's employment manager, asked Pete how strong the C. I. O. was and directed the witness to see John Kovatch while his son remained in the employment office and instead the witness went back to his job and in about ten minute Kovatch and another inspector came to him and asked him his 'check number' and Kovatch asked him to sign up for the 'inside union' but the witness replied that he already signed up

for the C. I. O. union" are not supported by and are contrary to the evidence (I. R. 11, 12).

2364 92. In that the findings of the trial examiner that "Kovatch is quoted as saying that the witness' son Frank was in the office and wants to know how the witness stood on the two unions; that 'you want to sign up right away and we need you fellows right away because the company wants to find out who it is going to keep on the job,' and the witness said, 'I ain't going to sign right away,' and the following day after talking with the foundry superintendent Kovatch took the witness into the office and signed him up for the independent union, according to the witness, and he testified 'I know for what I sign if I sign I want my job. I was four years on steady relief before—that same day he give him (the son) the job and put him to work,'" are not supported by and are contrary to the evidence (I. R. 12).

93. In that the findings of the trial examiner that "Occupational considerations were of secondary importance and the plan of seniority has actually not become effective" are not supported by and are contrary to the evidence (I. R. 12).

94. In that the finding of the trial examiner that "None of the workers were aware of this method of applying the rule and respondent's own witnesses were uncertain as to the application of the rule" is not supported by and is contrary to the evidence (I. R. 12).

95. In that the finding of the trial examiner that "The foundry superintendent explained this uncertainty" is not supported by and is contrary to the evidence (I. R. 12).

96. In that the finding of the trial examiner that "he introduced exhibits to show the way in which he applied it, but the classification of the employees on the sprocket floor is different on the two exhibits covering that department and illustrates the conditions under which the workers

2365 were discriminated against" is not supported by and is contrary to the evidence (I. R. 12).

97. In that the finding of the trial examiner that "The exhibits * * * while possibly reflecting the broad plan that respondent applied last fall, they were not permanent records at the time the discharges occurred" is not supported by and is contrary to the evidence (I. R. 12).

98. In that the finding of the trial examiner that "It is clear from the record that the rule as applied on the date of the discharges herein did not afford workers the protection it is intended to give and in consequence the dis-

criminatory character of the discharges in violation of the rule is supported by the testimony of the workers which is not refuted by the conflicting testimony of the respondent's witnesses" is not supported by and is contrary to the evidence (I. R. 13).

99. In that the finding of the trial examiner that "Novak joined the C. I. O. about a week after April 12, 1937, and his discharge though erroneous was an unfair labor practice" is not supported by and is contrary to the evidence (I. R. 13).

100. In that the finding of the trial examiner that "Novak was discharged by Berry, who is quoted as saying in Conroy's presence 'You are an organizer, and intigator of a union and spending more of your time on other things than your job' " is not supported by and is contrary to the evidence (I. R. 13).

101. In that the finding of the trial examiner that "Following mediation by the Regional Office Novak was rehired" is not supported by and is contrary to the evidence (I. R. 13).

102. In that the finding of the trial examiner that "Novak testified that Berry said 'Well, I'll give you your job on one condition only—do you think I want C. I. O. 2366 or any union solicitors or any union solicitation on street cars outside the plant?' "is not supported by and is contrary to the evidence (I. R. 13).

103. In that the finding of the trial examiner that "Novak said he wasn't doing anything of the sort, therefore, there was no reason to promise" is not supported by and is contrary to the evidence (I. R. 13).

104. In that the finding of the trial examiner that "Berry said 'You know how it is, I don't want any organizers' " is not supported by and is contrary to the evidence (I. R. 13).

105. In that the finding of the Trial Examiner that "The day before Novak went back to work he again talked with Berry along the same lines—strikes were talked of and Berry is quoted as saying 'Unions don't do any good—I want no unions to mar my place' " is not supported by and is contrary to the evidence (I. R. 13).

106. In that the finding of the trial examiner that "Novak testified 'I agree to your conditions and I promise not to organize' " is not supported by and is contrary to the evidence (I. R. 13).

107. In that the finding of the trial examiner that "Bozurich, an unusually intelligent witness, * * * was

discharged November 9, 1937, in violation of what the workers understood to be the seniority rule" is not supported by and is contrary to the evidence (I. R. 13).

108. In that the finding of the trial examiner that "There is no reasonable question of his efficiency" is not supported by and is contrary to the evidence (I. R. 13).

109. In that the finding of the trial examiner that "The evidence shows that he engaged in union activities but not on company time" is not supported by and is contrary to the evidence (I. R. 13).

110. In that the finding of the trial examiner that
2367 "At the second meeting of May 4th he sought admission as a plant employee but was barred as a nonmember" is not supported by and is contrary to the evidence (I. R. 14).

111. In that the findings of the trial examiner that "On or about April 26, 1937, inspector Kovatch and timekeeper Ericson said to Bozurich 'Paul, there is your clock number, you had better sign if you know what is good for you' and the following day Kovatch came to him with an independent membership book which bore the notation 'Bozurch signed but refused to pay' and Kovatch said 'It's for your own good, better pay'" are not supported by and are contrary to the evidence (I. R. 14).

112. In that the finding of the trial examiner that "Julius Robinson * * * said 'they are to cut you fellows heads off—they want to pile it up on you'" is not supported by and is contrary to the evidence (I. R. 14).

113. In that the fining of the trial examiner that "The effect of the shift was as he claimed" is not supported by and is contrary to the evidence (I. R. 14).

114. In that the finding of the trial examiner that "When he was at the south end of the gray iron floor he was senior to eight or nine other moulders" is not supported by and is contrary to the evidence (I. R. 14).

115. In that the finding of the trial examiner that "When he was on the side floor these juniors were transferred to another department and when the witness was moved back to the gray iron floor he was the newest man in that department" is not supported by and is contrary to the evidence (I. R. 14).

116. In that the finding of the trial examiner that "The effect however was discriminatory" is not supported by and is contrary to the evidence (I. R. 14).

117. In that the finding of the trial examiner that
2368 "At the hearing it was pointed out to Salmons that the complaint is 'you were rehired on condition that you refrain from further labor union activity or membership in a labor organization' " is not supported by and is contrary to the evidence (I. R. 16).

118. In that the finding of the trial examiner that "Sorenson was a good worker and lazy" is not supported by and is contrary to the evidence (I. R. 16).

119. In that the finding of the trial examiner that "The record shows that he had joined the C. I. O. about a month previously and his foreman is quoted as coupling his discharge with union activities" is not supported by and is contrary to the evidence (I. R. 16).

120. In that the finding of the trial examiner that "Although respondent has maintained time studies for twenty-eight years no records were introduced covering Karabol's efficiency during his long period of service, except one report covering the six weeks prior to Karabol's discharge" is not supported by and is contrary to the evidence (I. R. 17).

121. In that the finding of the trial examiner that "Karabol testified that he refused to sign up with the 'Independent' when solicited by George Belov, night foreman, about April 22, 1937," is not supported by and is contrary to the evidence (I. R. 17).

122. In that the finding of the trial examiner that "In the light of all the circumstances, the respondent's reason for this discharge is not supported" is not supported by and is contrary to the evidence (I. R. 17).

123. In that the finding of the trial examiner that "The time study introduced in evidence is subject to the same weakness is that in the Karabol case" is not supported by and is contrary to the evidence (I. R. 17).

124. In that the finding of the trial examiner that
2369 "He was used as a laborer largely; and put to work as a shipper shortly before his discharge" is not supported by and is contrary to the evidence (I. R. 17).

125. In that the finding of the trial examiner that "He claims that his night foreman Belov said that Cummerick was a good man" is not supported by and is contrary to the evidence (I. R. 17).

126. In that the finding of the trial examiner that "Pete Schuman, his foreman, told him when he was discharged that the seniority rules was based on date of hir-

ing rather than by department" is not supported by and is contrary to the evidence (I. R. 17).

127. In that the finding of the trial examiner that "Johnson was senior to three other workers when he was discharged" is not supported by and is contrary to the evidence (I. R. 17).

128. In that the finding of the trial examiner that "In view of the violation of the ordinary seniority rule and the competition between the two unions, his discharge under all the circumstances was discriminatory" is not supported by and is contrary to the evidence (I. R. 17).

129. In that the finding of the trial examiner that "Superintendent Skeates testified that the seniority rule was new and there was no need for its application until October 1937" is not supported by and is contrary to the evidence (I. R. 18).

130. In that the finding of the trial examiner that "It is clear that the method of its application is uncertain" is not supported by and is contrary to the evidence (I. R. 18).

131. In that the finding of the trial examiner that "Kalamarie stated that McKinney suggested the transfer and offered to permit Kalamarie to return to gas
2370 burning if he failed to make good on the electric burning job" is not supported by and is contrary to the evidence (I. R. 18).

132. In that the finding of the trial examiner that "Kalamarie would not take the new job if he would lose his seniority rights" is not supported by and is contrary to the evidence (I. R. 18).

133. In that the finding of the trial examiner that "Kalamarie was senior to three other workers who were retained after Kalamarie's discharge" is not supported by and is contrary to the evidence (I. R. 18).

134. In that the finding of the trial examiner that "In August 1937 a misunderstanding arose over an accounting mistake in Balcauski's pay envelope" is not supported by and is contrary to the evidence (I. R. 18).

135. In that the finding of the trial examiner that "He was senior to three other workers" is not supported by and is contrary to the evidence (I. R. 18).

136. In that the findings and conclusions of the trial examiner that "Joseph E. Novak was discharged by Edward L. Berry, an agent of the respondent, on December 21, 1936, for the reason that said Joseph E. Novak joined and assisted a labor organization known as Amalgamated

Association of Iron, Steel & Tin Workers of North America, and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection" are not supported by and are contrary to the evidence (I. R. 19).

137. In that the findings and conclusions of the trial examiner that "Paul Bozurich was discharged by Fred Skeats, an agent of the respondent, on November 9, 1937, and has since been refused employment by respondent for the reason that said Paul Bozurich joined and assisted a labor organization known as Amalgamated Associa-
2371 tion of Iron, Steel & Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection" are not supported by and are contrary to the evidence (I. R. 19).

138. In that the findings and conclusions of the trial examiner that "Mike Karabol was discharged by George Belov, an agent of the respondent on May 19, 1937, and has since been refused employment by respondent for the reason that said Mike Karabol joined and assisted a labor organization known as Amalgamated Association of Iron, Steel & Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection" are not supported by and are contrary to the evidence (I. R. 19).

139. In that the findings and conclusions of the trial examiner that "Nick Cummerick was discharged by George Belov, an agent of the respondent on May 19, 1937, and has since been refused employment by respondent for the reason that said Nick Cummerick joined and assisted a labor organization known as Amalgamated Asscciation of Iron, Steel & Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection" are not supported by and are contrary to the evidence (I. R. 19).

140. In that the findings and conclusions of the trial examiner that "Harry Johnson was discharged by Pete Schwam an agent of the respondent on December 8, 1937, and has since been refused employment by respondent for the reason that said Harry Johnson joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in union activities for the purpose of collective bar-

gaining and other mutual aid and protection" are
2372 not supported by and are contrary to the evidence (I. R. 19).

141. In that the findings and conclusions of the trial examiner that John Kalamarie was discharged by Bill Morley, an agent of the respondent, on November 30, 1937, and has since been refused employment by respondent for the reason that said John Kalamarie joined and assisted a labor organization known as Amalgamated Association of Iron, Steel & Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection" are not supported by and are contrary to the evidence (I. R. 20).

142. In that the findings and conclusions of the trial examiner that "Stanley Balcauski was discharged by Fred Skeats, an agent of respondent, on November 17, 1937, and has since been refused employment by respondent for the reason that said Stanley Balcauski joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection" are not supported by and are contrary to the evidence (I. R. 20).

143. In that the trial examiner concludes "that Joseph E. Novak, Paul Bozurich, Mike Karabol, Nick Cummerick, Harry Johnson, John Kalamarie, Stanley Balcauski were discharged by respondent and since said discharges have been refused employment by respondent for the reason that they joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other
2373 mutual aid and protection," whereas there is no substantial evidence to support such conclusions or any one or more of them (I. R. 19, 20).

144. In that the findings of the trial examiner that "By said discharges and refusals to employ said Paul Bozurich, Mike Karabol, Nick Cummerick, Harry Johnson, John Kalamarie and Stanley Balcauski respondent has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in section 7 of the National Labor Relations Act" are not supported by and are contrary to the evidence (I. R. 20).

145. In that the conclusions of the trial examiner that "By said discharges and refusals to employ Paul Bozurich, Mike Karabol, Nick Cummerick, Harry Johnson,

John Kalamarie and Stanley Balcauski respondent has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in section 7 of the National Labor Relations Act," are not supported by and are contrary to the findings and to the evidence (I. R. 20).

146. In that the findings of the trial examiner that "By said discharges and refusals to employ said Paul Bozurich, Mike Karabol, Nick Cummerick, Harry Johnson, John Kalamarie and Stanley Balcauski respondent has discouraged membership in the labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America" are not supported by and are contrary to the evidence (I. R. 20).

147. In that the conclusion of the trial examiner that "By said discharges and refusals to employ said Paul Bozurich, Mike Karabol, Nick Cummerick, Harry Johnson, John Kalamarie and Stanley Balcauski respondent has discouraged membership in the labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America," is not supported by and is con-
2374 trary to the findings and to the evidence (I. R. 20).

148. In that the finding of the trial examiner that "The activities of respondent set forth in section II above occurring in connection with the operations of the respondent set forth in section III have a close, intimate and substantial relation to trade, traffic and commerce among the several states and have led and tend to lead to labor disputes, burdening commerce and the free flow of commerce" is not supported by and is contrary to the evidence (I. R. 21).

149. In that the conclusion of the trial examiner that "The activities of respondent set forth in section II above occurring in connection with the operations of respondent set forth in section III have a close, intimate and substantial relation to trade, traffic and commerce among the several states and have led and tend to lead to labor disputes burdening commerce and the free flow of commerce," is not supported by and is contrary to the findings and the evidence (I. R. 21).

150. In that the trial examiner concludes that "Respondent by (a) fostering, dominating and interfering with the formation of the labor organization known as Independent Union of Craftsmen and by contributing financial and other support to it, and by (b) discharging Joseph E. Novak and discharging and refusing to reemploy Paul Bozurich, Mike Karabol, Nick Cummerick,

Harry Johnson, John Kalamarie and Stanley Balcauski and thus discouraging membership in the labor organization known as the Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge No. 1604, and by (c) interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in section 7 of the National Labor Relations Act as set forth in the above findings of fact has engaged in and is engag-
2375 ing in an unfair labor practice affecting commerce within the meaning of section 8, subdivisions (1), (2) and (3) and section 2, subdivisions (6) and (7) of the National Labor Relations Act," whereas there is no substantial evidence to sustain said conclusions or any one or more of them (I. R. 21).

151. In that the trial examiner recommends that "Respondent cease and desist from interfering with, restraining or coercing its employees in the exercise of the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection" where as there is no substantial evidence and no accurate findings of fact to sustain said recommendations (I. R. 21, 22).

152. In that the trial examiner recommends that "Respondent cease and desist from discouraging membership in any labor organization by discrimination in regard to hire or tenure of employment or any term or condition of employment; dominating or interfering with the formation or administration of Independent Union of Craftsmen or any other labor organization; and from contributing financial or other support to the said Independent Union of Craftsmen or any other labor organization; or from engaging or causing to be engaged, directly or indirectly, any person for labor espionage" whereas there is no substantial evidence and no accurate findings of fact to sustain said recommendation (I. R. 22).

153. In that the trial examiner affirmatively recommends that "(a) upon application offered to Paul Bozurich, Nick Cummerick, Mike Karabol, Harry Johnson, John Kalamarie and Stanley Balcauski, immediate and full reinstatement to their former position without prejudice to
2376 their seniority or other rights and privileges, dismissing, if necessary, such employees as respondent has hired since their respective discharges," whereas there

is no substantial evidence and no accurate findings of fact to sustain said recommendation (I. R. 22).

154. In that the trial examiner affirmatively recommends "(b) Make whole said employees, including Joseph E. Novak, heretofore rehired, who were discharged, for any losses they may have suffered by payment to each of them respectively, of a sum equal to that which each of them would normally have earned as wages during the period from the date of any such discharges to the date of offer of reinstatement, less any amount earned by each of them, respectively, during such period," whereas there is no substantial evidence and no accurate findings of fact to sustain said recommendatoin (I. R. 22).

155. In that the trial examiner affirmatively recommends that respondent "withdraw all recognition from Independent Union of Craftsmen and completely disestablish all relations with the Independent Union of Craftsmen," whereas there is no substantial evidence and no accurate findings of fact to sustain said recommendation (I. R. 22, 23).

156. In that the trial examiner affirmatively recommends that respondent "post immediately notices in conspicuous places at the 39th Street Plant where they will be observed by respondent's employees stating (1) that the respondent will cease and desist in the manner aforesaid, (2) that the respondent's employees are free to join or assist any labor organization, (3) that the respondent has withdrawn all recognition from the Independent Union of Craftsmen, and has disestablished all relations with said union, (4) that respondent will not discriminate against members of any labor organization of its em-
2377 ployees, or any person assisting such organization, by reason of such membership or assistance, and (5) maintain said notices for a period of sixty (60) consecutive days from the date of posting," whereas there is no substantial evidence and no accurate findings of fact to sustain said recommendation (I. R. 23).

157. In that the conclusions and recommendations of the trial examiner and each of said conclusions and recommendations are indefinite, uncertain and vague.

158. In that the trial examiner, over the objections of respondent, admitted and considered evidence which was incompetent, irrelevant and entitled to no probative force.

159. In that the trial examiner's findings of fact are not supported by any substantial, competent evidence.

160. In that the conclusions of the trial examiner are not

supported by his findings or by any substantial, competent evidence.

161. In that the recommendations of the trial examiner are not supported by his findings of fact.

162. In that the recommendations of the trial examiner are not supported by any substantial evidence.

163. In that the conclusions of the trial examiner are erroneous and contrary to law and are not supported by any substantial, competent evidence.

164. In that the findings and recommendations of the trial examiner are not supported by and are contrary to the evidence.

165. In that the recommendations of the trial examiner are contrary to law.

166. In that neither the trial examiner nor the National Labor Relations Board has any jurisdiction over the Link-Belt Company or the subject matter of said complaint and the trial examiner has no jurisdiction to make said findings, conclusions and recommendations.

2378 Section B.

Exceptions to the Record.

Link-Belt Company, respondent herein, excepts to the record herein on the following grounds:

1. In that the trial examiner made the following rulings during the course of the hearing which were adverse and prejudicial to the respondent and its defense:

Motion of respondent for bill of particulars (R. 8-11), denied (R. 12).

Objection of respondent (R. 85), overruled (R. 85).

Objection of respondent (R. 100), overruled (R. 101).

Objection of respondent (R. 102), overruled (R. 102).

Motion of respondent to strike answer of witness (R. 103), denied (R. 103).

Objection of respondent (R. 210), overruled (R. 210).

Objection of respondent (R. 211), overruled (R. 211).

Objection of respondent (R. 212), overruled (R. 212).

Objection of respondent (R. 213), not ruled upon by trial examiner.

Motion of respondent for subpoenas for Louis J. Disser and L. W. Beman (R. 225), denied (R. 226).

Objection of Board (R. 305), sustained (R. 305).

Objection of Board (R. 340), sustained (R. 340).

Objection of respondent (R. 375), overruled (R. 376).

2379 Objection of respondent (R. 378), overruled (R. 379).

Objection of respondent (R. 379), overruled (R. 379).
Objection of respondent (R. 379), overruled (R. 379).
Objection of respondent (R. 380), not ruled upon by trial examiner.
Motion of respondent to strike answers of witness (R. 381-382), not ruled upon by trial examiner.
Motion of respondent to strike answer of witness (R. 382), overruled (R. 382).
Motion of respondent to strike testimony (R. 417), denied (R. 417).
Motion of respondent to strike testimony (R. 432), denied (R. 432).
Motion of respondent to strike testimony (R. 447), denied (R. 447).
Objection of respondent (R. 454), denied (R. 454).
Motion of respondent to strike testimony (R. 466), denied (R. 466).
Objection of respondent (R. 569), overruled (R. 569).
Objection of respondent (R. 616), overruled (R. 617).
Objection of Board (R. 627), sustained (R. 627).
Objection of Board (R. 630), sustained (R. 633, 634, 635, 636).
Objection of Board (R. 641), sustained (R. 642).
Objection of respondent (R. 838), overruled (R. 838).
Objection of respondent (R. 842), overruled (R. 843).
Objection of respondent (R. 849), overruled (R. 850).
2380 Objection of respondent (R. 852), overruled (R. 852).
Objection of respondent (R. 865), overruled (R. 865).
Objection of respondent (R. 866), overruled (R. 866).
Objection interposed by trial examiner limiting cross-examination (R. 875-876).
Objection of respondent (R. 895), overruled (R. 895).
Objection of respondent (R. 896), overruled (R. 896).
Motion of respondent to strike testimony (R. 946), denied (R. 946).
Objection interposed by trial examiner limiting scope of respondent's cross-examination (R. 947-948).
Request of respondent for trial examiner to require witness to answer questions (R. 1013-1014), denied (R. 1014).
Motion of Board to amend complaint (R. 1050), granted (R. 1050-1051).
Motion of respondent to dismiss complaint and each and every paragraph thereof (R. 1052-1055), not ruled upon by trial examiner. Denied (R. 2049).
Motions of respondent to strike testimony (R. 1053-

1054), not ruled upon by trial examiner. Denied (R. 2049).

Objection of respondent (R. 1158), overruled (R. 1158).

Objection of Board (R. 1524), sustained (R. 1524).

Objection of Board (R. 1775), sustained (R. 1776).

Offer of proof by respondent (R. 1777-1780), denied (R. 1781).

Objection of Board (R. 1848), sustained (R. 1849).

2381 Objection of respondent (R. 1921), overruled (R. 1922).

Request of respondent for trial examiner to require witness to answer questions (R. 1976), denied (R. 1976).

Motion of respondent that respondent be dismissed from complaint and each and every paragraph thereof (R. 2049-2050), denied (R. 2050).

2. In that the trial examiner without warrant interrupted and obstructed the examination and cross-examination of witnesses by respondent's counsel, thereby preventing orderly, coherent and effective testimony and preventing the solicitation of facts which would support respondent's defense, as evidenced at the following pages of the record:

133-4, 163-4; 228; 260-8; 296, 301, 303, 395, 626; 629, 630; 634-6, 640; 646; 699-728; 744; 746; 764-67; 768-771; 826; 875-76; 884-85; 938-941, 980; 986-8; 990; 994; 1003-14; 1285; 1339; 1466-1469; 1473-4; 1680-1; 1776, 1787-9; 1792-3; 1976, 1980-2; 1986-90, 1996, 2002-4.

3. In that during the course of the purported hearing the trial examiner improperly and without warrant coached, aided and assistent counsel for the Board to the prejudice of the respondent, as evidenced at the following pages of the record:

4; 71; 103; 210; 211; 212; 228; 243-50; 296; 303; 323; 380-1; 567; 593-98; 599; 601-6; 633; 635; 636; 640; 744; 798; 841; 855-7; 863-4; 947; 1506-1509; 1514-15; 1866-67; 2021; 2030-36.

4. In that said proceedings before the trial examiner were held and conducted in an arbitrary and unfair manner and without due process of law, and are therefore null and void and of no effect.

5. In that because of each and every of the fore-
2382 going reasons respondent was denied the right to give testimony in its defense as provided in section 10(d) of the National Labor Relations Act.

6. In that because of each and every of the foregoing reasons respondent was denied a fair and impartial hearing, contrary to law.

Wherefore, respondent, Link-Belt Company, respectfully requests:

(1) That said intermediate report of Hugh C. McCarthy, dated May 9, 1938, be vacated and set aside and held for naught, and that the complaint herein be dismissed;

(2) That respondent may be permitted to argue its exceptions to the record and to the intermediate report orally;

(3) That respondent may be permitted to file its brief in support of its exceptions within sixty (60) days from the date of filing its exceptions.

Respectfully submitted,
Link-Belt Company,
By Pope & Ballard,
120 South La Salle Street,
Chicago, Illinois,
Its Attorneys.

Herbert Pope,
E. S. Ballard,
Henry E. Seyfarth,
William F. Price,
Of Counsel.
Dated May 20, 1938.

2383 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—C-607) * *

STATEMENT OF EXCEPTIONS BY INDEPENDENT UNION OF CRAFTSMEN TO INTERMEDIATE REPORT OF TRIAL EXAMINER.

Now comes the Independent Union of Craftsmen, intervenor, and excepts to the Intermediate Report of the Trial Examiner as follows:

1. Intervenor excepts to every finding of fact in that said findings are not supported by competent, material and relevant evidence.

2. Intervenor excepts to every conclusion of law in that they are not supported by relevant, competent and material evidence of unfair labor practices.

3. Intervenor excepts to every conclusion and recommendation in that they are not in accordance with the law and the facts and are unreasonable, arbitrary and capricious.

4. Intervenor excepts to the admission of incompetent, irrelevant and immaterial evidence over the objection of the intervenor and to the exclusion of competent, relevant and material testimony over the objection of the intervenor.

5. Intervenor excepts to the Report in that it exceeds the Board's statutory and constitutional authority among other ways in that the Board has no authority under the Statute and Constitution to disestablish the inter-
2384 venor but can only cause the respondent to cease and desist from unfair labor practices.

6. Intervenor excepts to the entire Report for the further reason that the Act does not specify what labor union the employees must join, but leaves them free to form and join a labor union of their own choosing. This permits them to form and join an independent union, that is, independent from the Management and from other labor organizations. The effect of this Report is to emasculate the plain language of the Act and to construe it in effect as follows: Employees are free to join the CIO and the A. F. of L. only.

7. Intervenor excepts to the unfair method of trial in this case among other ways in that the attorney for the Board represented the CIO without expense to the CIO, whereas the intervenor was forced to employ a lawyer and because it is unable to buy a copy of the Record the CIO is placed at a great advantage as of course the attorney for the Board receives a copy at government expense.

8. Intervenor excepts to the unfair nature of the proceedings herein in that the CIO is represented by the government, the case is tried by the government and a decision will be made by the government.

9. Intervenor excepts to the entire proceedings herein as they purport to be a judicial proceedings, whereas in fact they partake of none of the substance of a judicial proceedings as the complaint is filed by, the CIO represented by, the case tried before and the case decided by representatives of the same Board who are all on the United States government payroll and charged with much administrative and some legislative functions.

10. Intervenor excepts to the Report at near the top of page three (3) where it is stated that intervenor's motion to strike evidence relating to petitioner's majority membership was denied at the close of the hearing, in that if should also have stated that the Trial Examiner

stated at the time the motion was denied that he would pay no attention whatever to this evidence.

2385 11. Intervenor further excepts to the finding near the top of page three (3) that full opportunity to be heard, to cross-examine witnesses and to produce evidence bearing upon the issues was afforded, as, on the contrary, the Trial Examiner sought in every way possible to limit the intervenor's right to be heard, to cross-examine witnesses and to produce evidence.

12. Intervenor excepts to the statements near the top of page 3 that the parties were granted a reasonable period for oral argument at the close of the hearing and were afforded an opportunity to file briefs, in that these are exactly contrary to the fact.

13. Intervenor excepts to the predication of that portion of the Report dealing with "Company dominated Union" commencing on page four (4) on a misquotation of E. L. Berry, Assistant General Manager at the Thirty-Ninth Street Plant. This intervenor has no control over supervisory officers of respondent and should not be charged with statements by them, even assuming they are true.

14. Intervenor excepts to the Report in that the Trial Examiner obviously conducted the hearing solely for the purpose of obtaining "evidence" to sustain the complaint. This is borne out by his discussion of the evidence. He assumed the CIO's Board's testimony to be correct in practically every instance and thereafter in order to preserve a semblance of fairness indicates that this testimony was denied by respondent's or intervenor's witnesses. However, he gives no weight whatever to such denials.

Thus his discussion of Linde's testimony of "financing the Union under the guise of dues" appearing among other places on page 7. The Examiner hastens to state that Linde explained that he misused the word "guise." The Examiner also quotes Bozurich and "other witnesses" to the effect that they testified that the attorney explained that "the Company cannot support you directly financially but other arrangements can be made." He then hastens to state that Linde testified that "dues are the only source of revenue." He completely ignored the many witnesses called by the intervenor who testi-

2386 fied to what the attorney stated to the members, namely, that the Company could not support the Union in any way and that the Union has taken in in dues

over $3,300.00 in the short time between its organization and the hearing, and that it had paid all of its bills out of its dues, including approximately $1,000.00 attorney's fees.

The attitude of the Trial Examiner is shown by the clause on page eight (8) "men who by habit looked in the direction of respondent rather than down the long vista of trade-unionism." Obviously the Trial Examiner was swept away by his desire to help the CIO, as he overlooked the very important fact that not until the spring of 1937 was there any general attempt made to organize common labor, and obviously very few employees in the Link-Belt Thirty-Ninth Street Plant could "look down the long vista of trade-unionism." As a matter of fact the evidence shows that a number of the important officers of the intervenor belonged to the A. F. of L. at one time.

The Trial Examiner was also obviously swept away by his desire to help the CIO by his misstatement of the facts that the intervenor was organized by "men who occupied generally supervisory positions." This is not a fact and if the evidence is not clear the intervenor asks that the case be re-referred for the purpose of clearing up this point.

15. Intervenor excepts to the confusion in the Report between the Thirty-Ninth Street local and the Caldwell-Moore local. The complaint makes no reference whatever to the Caldwell-Moore local. There were nothing in the testimony concerning the Caldwell-Moore local. Obviously no order can be made concerning that local. And yet the Examiner's Report requires the respondent to "withdraw all recognition from the Independent Union of Craftsmen and to completely disestablish all relations with the Independent Union of Craftsmen." If we assume for the sake or argument that the Board has power to make such an order, obviously it must be confined to the Thirty-
2387 Ninth Street Plant local.

16. Intervenor excepts to the apparent misunderstanding and misapplication of the Act in that the Trial Examiner totally failed to note the most important point in the case, namely, that the intervenor has fully represented the best interests of the employees in every respect. The Trial Examiner failed to find this as a fact but, on the contrary, completely ignored the matter. Apparently he was so anxious to have the employees represented by the CIO that he was willing to recommend a

change in representation regardless of whether it would be beneficial to the employees or detrimental to them.

The Intervenor requests that it be given its right of oral argument before the Board.

Independent Union of Craftsmen
on behalf of Local Lodge No. 1,
Thirty-Ninth Street Plant.
By John Litster,
President, Independent Union of Craftsmen and on behalf of Local Lodge No. 1, of Thirty-Ninth Street Plant.
Benjamin Wham,
Wham & O'Brien,
Attorneys for Independent Union of Craftsmen, Local Lodge No. 1 thereof.

2389 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—C-607) * *

To the Honorable, The National Labor Relations Board:

Now comes Lodge 1604 Amalgamated Association of Iron, Steel & Tin Workers of North America, by its duly authorized agent, and respectfully represents to this Honorable Board that the conclusion and recommendation of the Trial Examiner in the above matter is erroneous in so far as it reads "It is further recommended that the complaint be dismissed as to Louis Salmons," for the reason that:

(1) There is no real evidence in the record showing that said Louis Salmons engaged in union activities to such an extent that it interfered with the performance of the duties of himself or any other employees in the plant;

(2) There is no evidence in the record that there has been any complaint made about the performance of his duties, or any interference with such performance on account of union activities;

(3) There is no evidence in the record that there was any rule of the company against soliciting membership on the company premises;

(4) There is evidence in the record that employees who solicited membership in the Independent Union of Craftsmen on company time were not discriminated against or laid off;

(5) There is a preponderance of evidence in the record that other employees solicited membership in Independent Union of Craftsmen on company time and no measures were taken against them in punishment;

(6) There is evidence in the record to show that the company issued instructions to all employees to stop solicitation of membership only after the Independent Union of Craftsmen had secured the signatures of over 700 of the employees, the greater part of which signatures were secured on company time.

(7) The record shows that Louis Salmons was penalized by the company for doing things which did not interfere with his efficiency or the efficiency of other employees, and that other employees were permitted to do the same acts without being penalized.

Wherefore your petitioner excepts to the conclusions and recommendation of the Trial Examiner with regard to the said Louis Salmons.

Dated at Chicago, Illinois, May 24th, 1938.

Lodge 1604 Amalgamated Association of Iron, Steel and Tin Workers of North America,
By John J. Brownlee,
John J. Brownlee,
Representative,
1910 Engineering Building,
Chicago, Illinois.

2390 NATIONAL LABOR RELATIONS BOARD.

* * (Caption—C-607) * *

NOTICE OF HEARING.

Please Take Notice that pursuant to authority vested in the National Labor Relations Board under an Act of Congress (49 Stat. 449) a hearing will be held before the National Labor Relations Board on Tuesday, December 20, 1938 at 10:00 a. m. in Room 326, Shoreham Building, Fifteenth and H. Streets, N. W., Washington, D. C., for the purpose of oral argument in the above entitled matter. Argument will be limited to one-half hour for each party, and you are hereby advised that in view of the Board's docket no request for additional time made at the hearing, will be granted.

You may appear and be heard if you so desire.
Dated, Washington, D. C., November 19, 1938.

Nathan Witt,
Nathan Witt,
Secretary.

(Seal)

2391 (Cut)

NATIONAL LABOR RELATIONS BOARD

Washington, D. C.

J. Warren Madden
Chairman

Edwin S. Smith
Donald Wakefield Smith

November 21, 1938

Messrs. Pope & Ballard
120 South LaSalle Street
Chicago, Illinois

Re: Link Belt Co.
Case No. C-607

Gentlemen:

Enclosed herewith is a copy of the Board's Notice of Hearing in the above-named case.

This is to advise you that you have been granted until December 19, 1938, for filing your brief in the above-entitled matter. This privilege is granted to all parties in the proceeding.

Very truly yours,
Nathan Witt,
Secretary.

Copy to all parties registered mail.

2392 BEFORE THE NATIONAL LABOR RELATIONS BOARD. Entered Dec. 20, 1938.

* * (Caption—C-607) * *

Room 442
Shoreham Building
Washington, D. C.

A hearing was held in the above matter for the purpose of Oral Argument at the above place on December 20, 1938 at 10:00 A. M.

Before:

J. Warren Madden, Chairman.
Edwin S. Smith, Member.
Donald Wakefield Smith, Member.

Appearances:

Robert Condon, of Counsel to the Board.

For the Company: Henry E. Seyfarth, 120 S. La Salle Street, Chicago, Illinois; W. C. Carter, 307 N. Michigan Avenue, Chicago, Illinois.

For the Union:

For the Intervenor: Benjamin Wham, 231 S. La Salle Street, Chicago, Illinois.

2393 UNITED STATES OF AMERICA. Filed May 12, 1939.

BEFORE THE NATIONAL LABOR RELATIONS BOARD.

In the Matter of Link Belt Company and Lodge 1604 of Amalgamated Association of Iron Steel and Tin Workers of North America, through the Steel Workers Organizing Committee affiliated with the Committee for Industrial Organization.

Case No. C-607.—May 12, 1939.

Metal Products Manufacturing Industry—Jurisdiction: equitable principle of laches, effect upon—Interference, Restraint, and Coercion: espionage; employer utilized through the National Metal Trades Association an employee as a labor spy—Company-Dominated Union: solicitation of employees during working hours on company property with consent of supervisors; favoritism and acts of interference

by supervisors; solicitation of members by supervisors; recognition granted shortly after company disbanded illegal employee representation plan; identity of employee leadership in company-dominated union and employee representation plan; hostility to union not company-dominated; immediate granting by employer of bulletin board privileges; disestablished as agency for collective bargaining—Discrimination: discharges for union membership and activity to discourage membership in union; hiring of one employee conditioned to encourage membership in company-dominated union; charges of, dismissed as to four employees—Reinstatement Ordered: discharged employees—Back Pay: awarded: from date of discrimination to date of reinstatement or offer of reinstatement; earnings as musician not deducted from net earnings of one employee on showing he had this independent source of income prior to discharge; monies received by employees for work performed upon Federal, State, county, municipal, or work relief to be deducted and paid over to agency which supplied funds for such projects—Order: employees non-discriminatorily laid off not to be discriminated against when rehiring is possible.

Mr. Stephen M. Reynolds, for the Board.

Pope & Ballard, by Mr. Edward W. Ford, Mr. William F. Price, Mr. Henry E. Seyfarth, and Mr. W. C. Carter, of Chicago, Ill., for the respondent.

Mr. Benjamin Wham and Mr. Forrest A. King, of Chicago, Ill., for the Independent.

Mr. Robert L. Condon, of counsel to the Board.

DECISION AND ORDER.

Statement of the Case.

Upon charges duly filed May 25, 1937, and amended charges duly filed September 7, 1937, by Lodge 1604 2394 of Amalgamated Association of Iron, Steel and Tin Workers of North America, herein called the Amalgamated, through the Steel Workers Organizing Committee, affiliated with the Committee for Industrial Organization, herein called the S. W. O. C., the National Labor Relations Board, herein called the Board, by the Regional Director for the Thirteenth Region (Chicago, Illinois), issued its complaint, dated March 4, 1938, against Link Belt Company, an Illinois corporation, herein called the respondent,

alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 9 Stat. 449, herein called the Act. Copies of the complaint, accompanied by notice of hearing, were duly served upon the respondent, the Amalgamated, and Independent Union of Craftsmen, herein called the Independent, a labor organization named in the complaint as being and having been dominated, interfered with, and supported by the respondent.

With respect to the unfair labor practices, the complaint, as amended, alleges in substance that the respondent (a) on or about April 19, 1937, instigated the formation of the Independent, dominated, interfered with, and contributed support to it, and on April 21, 1937, recognized it as the sole bargaining agent for all the employees in the plant; (b) at various times between September 21, 1936, and December 8, 1937, discouraged membership in the Amalgamated by discriminating in regard to hire and tenure of employment and terms and conditions of employment of 11 named employees; (c) during December 1936, and January 1937, discouraged membership in the Amalgamated, by imposing discriminatory conditions upon the reinstatement of 2 such employees, theretofore discriminatorily discharged; (d) continuously, from prior to March 1933 until the date of the complaint, utilized espionage in relation to union affiliation and activities of its employees; and (e) by the foregoing acts interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

The answer of the respondent denies the material allegations of the complaint, except that it admits that the respondent recognized the Independent as the sole bargaining agent for its employees. The answer affirmatively alleges that the discharges of three employees, named in the complaint, have been investigated by the Board and settled by it and the respondent, and that the Amalgamated and the individuals named in the complaint are guilty of laches in that an unreasonable length of time has elapsed between the alleged acts of the respondent and the issuance of the complaint.

Pursuant to notice of hearing duly issued and served upon the respondent, the Independent, and the S. W. O. C., 2395 a hearing was held in Chicago, Illinois, from March 14 to March 23, 1938, before Hugh C. McCarthy, the Trial Examiner duly designated by the Board. On the first

day of the hearing, the Independent filed a motion to intervene and participate in the hearing. This motion was granted by the Trial Examiner, but participation was limited to those matters which directly or indirectly affected the interests of the Independent. The Board, the respondent, and the Independent were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties, subject, in the case of the Independent, to the reservation previously noted.

At the beginning of the hearing, the respondent moved that portions of the complaint be stricken or, in the alternative, that the respondent be furnished a bill of particulars. At the close of the Board's case, the respondent moved to dismiss the complaint as a whole and each and every paragraph thereof, and further that all the testimony theretofore adduced be stricken. These motions were denied by the Trial Examiner. The Trial Examiner granted the motion of the Board, made at the close of its case, to amend the complaint to conform to the proof. The Trial Examiner made numerous other rulings on motions and on objections to the admission of evidence. The Board has reviewed the rulings of the Trial Examiner and, except as hereinafter indicated, finds that no prejudicial errors were committed. The rulings, with the one exception noted below, are hereby affirmed. The Board finds no merit in the contention that this proceeding is barred by laches.[1]

On May 9, 1938, the Trial Examiner filed his Intermediate Report, a copy of which was duly served on all the parties, finding that the respondent had engaged in, and was engaging in, unfair labor practices, within the meaning of Section 8 (1), (2), and (3), and Section 2 (6) and (7) of the Act, and recommending that the respondent cease and desist therefrom and take certain affirmative action to remedy the situation brought about by the unfair labor practices.

On May 18, 1938, the Amalgamated requested an extension of time in which to file exceptions to the Intermediate Report, which was granted by the Board. Thereafter, the respondent, the Amalgamated and the Independent filed exceptions to the Intermediate Report. The respondent also filed a brief in support of its exceptions, which has been duly considered. Pursuant to notice served on all the parties, oral argument was held before the Board at Wash-

[1] See *Matter of Colorado Milling & Elevator Company* and *Denver Trades and Labor Assembly*, 11 N. L. R. B., No. 16.

ington, D. C., on December 20, 1938. The respondent and the Independent appeared by counsel and participated 2396 in the argument. The Board has reviewed the exceptions to the Intermediate Report and, in so far as they are inconsistent with the findings, conclusions, and order set forth below, finds them to be without merit.

Upon the entire record in the case, the Board makes the following:

Findings of Fact.

I. The Business of the Respondent.

Link Belt Company is an Illinois corporation, which owns and operates directly seven plants: The 39th Street plant[2] and Caldwell-Moore plant in Chicago, Illinois; two plants in Philadelphia, Pennsylvania; one in Atlanta, Georgia; and two in Indianapolis, Indiana. Subsidiaries of the respondent operate four other plants. It maintains warehouses in seven metropolitan centers and has 28 sales offices scattered throughout the United States and Canada. This proceeding is directly concerned solely with the 39th Street plant, Chicago, Illinois, which employs between 750 and 1200 persons.

The 39th Street plant engages in complete steel and iron foundry operations in the production of cranes, shovels, draglines, mining conveyors, dumps, washers and driers, handling and preparation equipment for factories and foundries, mine tipples, and miscellaneous other steel construction. The raw materials used at the 39th Street plant consist principally of pig iron and scrap iron, and approximately 90 per cent of all raw materials used in this plant are brought to it from outside the State of Illinois. The plant under normal conditions has an average monthly tonnage production of 1,100 tons. Eighty per cent of its finished products are shipped to purchasers outside the State of Illinois.

II. The Organizations Involved.

Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge 1604, is a labor organization, affiliated with Steel Workers Organizing Committee, and through it with the Committee for Industrial Organization. Although it admits to membership certain of the production and maintenance employees of the respondent, the record

[2] Also referred to as the Pershing Road plant.

does not disclose the eligibility requirements of the Amalgamated.

Independent Union of Craftsmen is an incorporated labor organization whose membership is confined to employees of the respondent. It has chartered Local No. 1 at the 39th Street plant and Local No. 2 at the Caldwell-Moore plant, both in Chicago, Illinois, and it is not affiliated with any other labor organization.

2397 **III. The Unfair Labor Practices.**

A. Backgrounds of the unfair labor practices.

There was no labor organization among employees of the respondent until after the passage of the National Industrial Recovery Act. Then the respondent, in purported compliance with that Act, established at the 39th Street plant an employees' representation plan, herein called the Plan, as an instrument through which the employees might deal with it. The Plan had as its sole functioning body an employees' board of seven employee representatives. This board met at least once a month with a management's representative and occasionally with the president of the respondent, and various matters pertaining to working conditions were discussed. Some minor grievances were adjusted, but on the whole the board was ineffectual. For example, the board was unable to induce the management's representative to take any action on such questions as wage increases or reduction of hours of work. The greatest concession that the board was able to obtain was to have an announcement made to it first whenever the respondent itself decided to grant wage increases.

There was no procedure under the Plan for a general meeting of all employees, and when one of the representatives, Louis Salmons, suggested such a general meeting at the first session of the board, he was voted down by the other board members. Further light is shed on the character of the board as a representative of the employees by the fact that two of the seven original board members were foremen.

All expenses of the Plan were borne by the respondent. It furnished ballots and ballot boxes, and elections of board members were held on the company's premises. There is no doubt that the Plan constitutes an employer-dominated labor organization within the meaning of the National Labor Relations Act,[2] and at the hearing the respondent so

[2] *National Labor Relations Board* v. *Pennsylvania Greyhound Lines*, 303 U. S. 261 (1938).

conceded. Despite its patent illegality, however, the respondent, ill-advised by counsel, maintained the Plan, until April 19, 1937, when it was abruptly discarded under circumstances to be discussed below.

It is evident from what has been set forth that the employees' representative board was ineffective as a representative of the respondent's employees. It did, however, provide a sounding board through which the respondent expressed its hostile views toward outside labor organizations; furthermore, the Plan itself had the inevitable effect of hampering self-organization of the respondent's employees. The record reveals that on one occasion in
2398 the summer of 1936 the subject of outside labor organizations came up at a meeting of the employees' board, and the management representative, E. L. Berry, expressed himself freely on the subject, revealing his bias against such organizations, stating to the representatives that he would quit "in the event outside people came into our plant and told us how to run the plant." There can be no doubt that such statements, although made before the Amalgamated had started to organize at the 39th Street plant, intimidated the employees who heard them or to whom they may have been repeated, in that they served as a clear warning of the respondent's attitude should an outside union appear on the scene. Berry, when asked to explain his statements at the hearing, did not deny making them, but stated that he did not have the Amalgamated or the S. W. O. C. in mind, and that the respondent would deal with the Amalgamated if it were certified by the Board and if it adopted a "reasonable attitude." We are convinced, however, that Berry forcibly impressed upon the employees' board the respondent's anti-union sentiments, for, as was admitted at the hearing, the respondent felt in no way inhibited by the Act until after April 12, 1937, when its constitutionality was upheld by the Supreme Court of the United States.

B. Interference with, and domination and support of, The Independent Union of Craftsmen.

The respondent's attempt through the medium of the Plan to deflect and frustrate its employees' impulse towards self-organization was not entirely successful. A substantial number of employees joined the Amalgamated during the period from September 1936 to April 1937. Whatever success the Amalgamated achieved was due largely to the

efforts of Louis Salmons, a former employee board member, who had become dissatisfied with the Plan. Salmons was immediately discharged when his activities came to the attention of the respondent, under circumstances, to be discussed below, which indicate a violation of the Act. The treatment of Salmons was in sharp contrast to the attitude displayed by the respondent toward the originators of The Independent Union of Craftsmen.

The Independent was a direct response to the decisions upholding the constitutionality of the Act. Shortly prior to these Supreme Court decisions, a group of the respondent's employees who were opposed to the Amalgamated began to discuss the formation of an inside union. Prominent in the group were Linde, Brucks, Litster, Rosenbaum, and Froling. Brucks, Litster, and Froling were representatives under the Plan, the latter being the last chairman of the employees' board of representatives, and, as will be
2399 hereafter indicated, the Plan representatives, without exception, were active in establishing the Independent.

The organizers of the Independent evidently did not relish the rights of self-organization which are guaranteed by the Act. The testimony of Linde on his reactions to the Jones & Laughlin case[4] is revealing:

> Q. (By the Independent.) Directing your attention to April 12, 1937, what if anything happened that day?
>
> A. We were working in the shop . . . and someone came to the office and said that the Act was legal, had been declared constitutional.
>
> Q. That is, the Wagner Act?
>
> A. The Wagner Act had been declared constitutional, and a group of us were dismayed, I am frank to admit, or we thought there was nothing for us to do.
>
> Q. (By the Trial Examiner.) Why were you dismayed?
>
> A. I will tell you, we had banked our hopes that it would be declared illegal, and immediately the labor unrest and trouble would have stopped, and our company would proceed and all the other companies would proceed to enjoy the prosperity which we thought was coming at that time.

Linde expressed a frank hostility toward bona fide labor organizations at the hearing, and it is evident that respondent implanted upon the minds of those who organized the Independent the respondent's own dislike and distrust of

[4] *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1 (1937).

outside unions. This hostility toward the Amalgamated and not a genuine desire for self-organization was the primary motivation for organizing the Independent.

Linde, Litster, Brucks, and Rosenbaum met the evening of the day the Act was upheld, and decided to retain an attorney and to form an independent union. Before taking further steps, they conferred with some members of an independent organization at the Carnegie-Illinois Steel plant to secure information as to how such an organization was to be formed. Linde and Brucks that night drew up a rough draft of application petitions for membership in an inside organization. The following day, April 13, Linde, Brucks, Rosenbaum, and Litster talked to a few other employees, including Froling, asking their aid in the circulation of the application petitions, which they planned to prepare. That evening, April 13, Greenlee, a representative of office employees under the Plan, who apparently had been approached by Linde, arranged to have the heading at the top of the application petition hectographed on a machine maintained by the respondent in its planning room.

2400 On Wednesday, Thursday, and Friday, April 14, 15, and 16, the actual solicitation of the employees took place, and in these days over 700 men signed the application petitions. Friday, April 16, the organizers of the Independent telephoned Benjamin Wham, a Chicago attorney, whom they knew to have been the attorney for other independent unions, and made an appointment for the next day. Linde and Brucks met with Wham the morning of April 17, and that afternoon another meeting was held attended by seven more employees. At these meetings a proposed constitution was drawn up and at Wham's suggestion application cards were prepared for printing. These cards, designating the Independent as sole collective bargaining agency of the signer, and revoking all prior authorizations for collective bargaining, were later circulated among those who signed the petitions. On Monday, April 19, Linde, Litster, and Froling presented to Berry, the assistant general manager of the respondent, a proposed agreement which provided for recognition of the Independent as exclusive bargaining representative of all employees at the 39th Street plant. At this time Berry counted the signatures on the petition, but refused to sign the agreement without permission from the respondent's president. Thereafter Berry conferred with the president and vice presidents of the respondent, recommending that the Independent be recog-

nized and that the recognition agreement be signed. After the president's approval had been obtained, the recognition agreement was signed by Berry for the respondent and Litster for the Independent on April 21.

On Thursday, April 22, the first meeting of the Independent was held at a nearby hall. This meeting was attended by a crowd estimated variously from 250 to 500 persons. Among those attending were at least two foremen, Grenis and Siskauskis, and a number of women and children. The meeting was enlivened by the persistent questioning of Wham and Litster, who presided, by some of the members of the Amalgamated, culminating in the ejection of two of them.

It appears that, at the meeting, Wham addressed the audience, discussed the Act, and denounced outside unions. Thereafter, a constitution was adopted, the work of the organizing committee ratified, and a date set for a meeting to elect officers. The constitution was consistent with Wham's keynote address against outside unions, providing among other things that only employees of the respondent were eligible for membership, and that no member of another labor organization could be eligible for office. The bylaws which were later adopted provided that a member of another labor organization would not be eligible to office until 3 years after his resignation from such organization. The constitution contemplated the establishment of a general council with locals at other
2401 plants of the respondent. At the time of the hearing the Independent had chartered one such local at the Caldwell-Moore plant of the respondent in Chicago.

The same day that the proposed recognition agreement was presented to Berry, the representation Plan was abandoned. Froling, as chairman of the employees' board, called a meeting of the board on the morning of April 19, and asked Berry to meet with them. A paper, purporting to disband the Plan was thereupon signed by those present. Berry subscribed for the respondent, and Froling, Brucks, Lackhouse, Greenlee, Bailey, and Litster, for the board. A short time thereafter on the same morning, as we have pointed out, Litster, Froling, and Linde requested Berry to recognize the Independent. There was a gap of only 2 days between the abandonment of the Plan and the recognition of the Independent; demand for recognition and the demise of the Plan were virtually simultaneous acts, with Litster, Froling, and Berry participating in both.

Although there is considerable conflict in the testimony, we are convinced from the record that from April 14 to April 23, the respondent's supervisory officials not only permitted but actually abetted the solicitation of members for the Independent during working hours. Frank Lackhouse, one of the representatives on the employees' board under the Plan, was approached by Froling, also a representative, in the morning of April 14, and was asked if he would take the application petition around the foundry. Lackhouse, at this time, was a member of the Amalgamated, but had not been particularly active in it. Lackhouse agreed to circulate such a petition, and Froling gave it to him. Lackhouse, however, felt uneasy about soliciting during working hours and made no attempt to obtain signers before lunch time. He testified that during the lunch hour Froling assured him that Brucks had obtained permission from the management to circularize the men, but that he should keep under cover. Froling denied the statement about Brucks, but we are convinced that it was made since otherwise it would be difficult to account for Lackhouse's subsequent activity in behalf of the Independent. After lunch Lackhouse conferred with his foreman, Nyberg, saying that Froling wanted him to help organize the plant. Nyberg told Lackhouse to go ahead, and the latter replied that he would as soon as he finished the job he was on. Lackhouse testified that about a half hour later the assistant superintendent of the foundry, Olson, called him away from his job, expounded the advantages of an inside union over an outside, and said that an outside union would "never get anywhere with them, just striking all the time." Lackhouse testified that after this conversation he dropped his work and went around getting signatures on the application petition in the foundry.

Olson denied this conversation, but we do not credit
2402 this denial. Olson's testimony was evasive and contradictory. Furthermore, he admitted that he approached Lackhouse after hearing rumors that the Independent was being formed and questioned him about it. Under these circumstances we believe Lackhouse's testimony and we find that he was instructed by his superiors as to the virtues of an inside organization and acted upon those instructions in soliciting members.

Lackhouse's solicitation for the Independent was aided even further by another of the respondent's supervisors. Lackhouse testified that Siskauskis, a foreman in the foundry, took the application petition from him and that

Siskauskis himself signed the names of several employees who were working nearby. These were employees, apparently, who were unable to read or write. Testimony of Lackhouse as to this incident was corroborated at the hearing by several others who observed Siskauskis, including Joseph Thomas, one of those whose name was signed. Thomas, who is illiterate, testified that Siskauskis came up with a piece of paper, and when Thomas said that he could not write, Siskauskis signed Thomas' name. Thomas further testified that on two subsequent occasions Siskauskis again signed Thomas' name for application for membership in the Independent, the last time in the timekeeper's office over the protest of Thomas. Balcauski, a moulder in the foundry, testified as to other activity upon the part of Siskauskis for the Independent. Part of his testimony follows:

> He (Siskauskis) walked to me and he said, "Stanley, why don't you join in the C. I. O."—I mean this here, the independent craftsmen's union. I said "I am already with the C. I. O." He says, "The hell with the C. I. O." He says, "Join in with the craftsmen's union." He says, "We are going to have our union." Then I repeated, I says, "Do you know under the Wagner Law that it is not allowed for the foremen to go and organize the working men on company time or on his own time?" He told me this, he said, "To hell with that." So I says, "If you want to sign up independent, go ahead; I ain't going to waste my time." And I walked away.

There is evidence of other activity by Siskauskis in behalf of the Independent and against the Amalgamated, of which the above is illustrative.

Siskauskis in general denied the activities and conversations attributed to him by the witnesses for the Board.* We do not find his denials convincing. It is improbable that all the testimony showing numerous acts by
2403 Siskauskis of interfering with the affairs of the Independent was fabricated. Furthermore, some of the testimony of Siskauskis is contradictory and absolutely incredible. For example, Siskauskis attended the first meeting of the Independent, stating on direct exam-

* Counsel for the respondent in examining Siskauskis mistakenly attributed the testimony of Balcauski, part of which we have set forth above, to one Pronsktes, another Board witness. We will assume, however, that the denial by Siskauskis of a purported conversation with Pronsktes relates specifically to Belcauski's testimony.

ination that he just happened to be going by the hall, saw the crowd, and went in to "see what is going on." Later in his testimony Siskauskis explained that he went into the hall to obtain some food for his pigeons. At one place in his testimony, Siskauskis stated that he remained at the Independent meeting 20 minutes or half an hour and at another only 5 or 10 minutes. Despite the fact that announcements of the first meeting were lying around the plant where they had been dropped by the men, Siskauskis insisted that he did not know that a meeting of the Independent was being held when he came to the hall. We do not believe Siskauskis' testimony in this regard. We find that Siskauskis, a foreman of the respondent, signed the names of employees of the respondent to the application petition, and in other ways actively aided the formation of the Independent.

The record discloses other instances of solicitation for the Independent by supervisory officials of the respondent. Several witnesses for the Board testified that one Belov,[6] whom they referred to as the night foreman, solicited members for the Independent, approaching the entire night shift in the foundry. One of the witnesses, Kalamarie, testified that Belov received written instructions from his superior, McKinney, ordering him to attempt to get the night foundry shift to sign up in the Independent. Kalamarie testified that Belov showed him the note and asked his advice, and that he told Belov to follow his orders, whereupon Belov unsuccessfully tried to solicit Kalamarie and others. The respondent did not call Belov at the hearing, and there was no showing that he was unavailable to testify. McKinney denied sending such instructions to Belov. We do not credit his denial, however, since his testimony at times was contradictory and incredible. In view of this fact and the respondent's failure to call Belov, we are convinced that Kalamarie is to be believed.

The respondent contented itself with attempting to show that Belov was not a supervisory official. It appears that prior to the elimination of the night shift near the end of 1937, there were from 15 to 20 men in the steel foundry. The respondent contends that no one had supervisory authority over these employees. We find this contention without merit. Belov was carried on the pay roll as a "night checker." He performed manual labor only when instructing another worker, or when an odd job

[6] Sometimes referred to in the record as "Bellop."

had to be done and there was no one available. Belov used the office of the day foreman, McKinney, and
2404 relayed instructions to the regular employees. The men under him regarded him as their foreman, and it clearly appears that he exercised supervisory powers. We find that Belov was a minor supervisory official. We find further that in soliciting for the Independent he acted directly at the behest of his superior, McKinney, an agent of the respondent.

One of the Board's witnesses also testified that a straw boss in the chipping room, identified only as "Big Louie,"[1] actively solicited members for the Independent, telling employees that the respondent needed "51 per cent" of the employees to sign up in the "company union" in order to "get the Communists out."

Staskey, the employment manager of the respondent, on at least one occasion used his position as a means of forcing an employee to join the Independent. Pete Solinko, an employee of the respondent, had made several requests of Staskey to obtain employment for his son, Frank. During the period the Independent was organizing, Pete called with Frank to renew his request. Pete at this time was a member of the Amalgamated. Staskey asked the elder Solinko how strong the Amalgamated was and whether he had joined the Independent. Solinko replied that he had not. Staskey told him to see an inspector named Kovatch and to sign an application for membership in the Independent. When Pete made no effort to see Kovatch, the later came over and solicited him. Pete at first refused to sign, but the following day in the timekeeper's office signed his name on an application card and Kovatch wrote in his address, since Pete was unable to write English. The foundry superintendent, Skeates, had left the timekeeper's office as Kovatch and Pete Solinko entered. The same day Frank Solinko was hired. Frank corroborated his father's testimony that Staskey inquired about the Amalgamated, and we find Staskey's denial of his activity unconvincing. Staskey admitted at the hearing that Pete showed him a signed application card for membership in the Independent just before Frank went to work. It appears, therefore, that Staskey must have indicated, as Pete testified and we find, that the employ-

[1] On cross-examination of a witness for the Board, Tomas, the respondent's counsel, asked the witness if the last name of "Big Louie" was Sucorich, but Tomas was unable to state positively the last name.

ment of his son was conditioned upon Solinko's membership in the Independent.

In addition to evidence of direct activities of the supervisory staff of the respondent during the formative stages of the Independent, the record is replete with evidence showing solicitation by individuals and the collection of dues for the Independent during company time. Particularly prominent in such solicitation was Kovatch, who in a brief space of 3 or 4 days obtained signatures from 100 to 250 employees. Kovatch was active in circulating both the original lists and later the printed applica-
2405 tion cards. Kovatch denied that he engaged in such solicitation in the presence of the respondent's supervisory officials, but he admits that about a quarter of the signatures obtained by him were obtained on company time and company property. Kovatch checked his card out for 10 hours during the period of intense organization of the Independent, April 14 to 19, and spent this time soliciting other employees of respondent who were at work. We think it inconceivable that his superiors were unaware of his activity, particularly since, as we have shown above, some of them directly participated in activity on behalf of the Independent. We therefore credit the testimony of witnesses for the Board that Kovatch spent large portions of his time from April 14 to 19, 1937, openly soliciting membership in the Independent in the presence of the respondent's supervisors. In addition, Kovatch had bulletin boards made in the respondent's shop, which were prominently displayed throughout the plant. Other employees besides Kovatch, including Bailey, a representative under the Plan, aided in the organizational campaign of the Independent with scarcely a pretense of keeping under cover. The Amalgamated was not granted these privileges.

The respondent contends that it warned its supervisory officials to maintain an attitude of strict impartiality between the Independent and the Amalgamated. Berry, the assistant general manager of the respondent, however, claimed that he was unaware of the active organization efforts of the founders of the Independent, until he was approached on April 19 by Linde, Litster, and Froling when they sought recognition. Although we find this contention incredible in view of the open aid which we have shown was given the Independent by supervisory officials prior to April 19, Berry's feigned ignorance of the crea-

tion of the Independent forced him to admit at the hearing that no instructions were given to the supervisors until after the Independent demanded recognition. At this time the instructions were useless since a majority of the employees had joined the Independent, in a large part because of the attitude displayed by and the activities of the respondent's supervisors.

The conclusion is inescapable that the Independent is the creature of the respondent. Whereas the chief organizer of the Amalgamated, Salmons, was promptly discharged when his activities came to light, no such treatment was accorded employees active in the formation of the Independent. As we have seen, the principal organizer was motivated, in common with the respondent, by a frank hostility to the purposes of the Act and genuine self-organization. The respondent maintained the Plan until it realized that its abandonment would coincide with the recognition of the Independent. A bona fide labor organization was thus effectively forestalled. The 2406 representatives under the Plan were all active in solicitation for the Independent. The employees of the respondent of necessity must have linked the successor organization to the admittedly illegal Plan and thus to the respondent because of the identity of leading figures in the Plan and the Independent, and because the immediate granting of bulletin boards proclaimed to the employees the respondent's interest. The very haste with which recognition was accorded the Independent despite the respondent's knowledge, admitted by Berry at the hearing, that the Amalgamated claimed a substantial membership indicates the respondent's desire to forestall the outside union. Finally, the action of the respondent's agents and supervisors in aiding the Independent to organize precludes this organization from being a free choice of the employees. The respondent's subsequent show of impartiality does not alter our conclusion. The respondent and the Independent also contend that the collective bargaining between the two indicates a lack of domination. Under the circumstances of this case, and in light of the improper actions of the respondent in establishing the Independent, no such inference arises.[8]

We find that the respondent has dominated and interfered with the formation and administration of the Inde-

[8] See *National Labor Relations Board* v. *American Potash and Chemical Corp.*, 98 F. (2d) 488 (1938).

pendent, and has contributed support to it; that is thereby has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

C. Espionage.

The respondent has long been a member of the National Metal Trades Association, herein called the N. M. T. A., and of its Chicago local branch. For more than 20 years a lathe operator employed by the respondent, one Cousland, made monthly reports to the N. M. T. A., which were marked "personal" and signed by a designated number. These reports were then copied by the N. M. T. A., the copies sent to the respondent, and the originals destroyed. The respondent destroyed the copies as soon as they were read. For his services as an undercover operative, Cousland received, in addition to his regular salary as a lathe operator, $8 to $10 a month, which the N. M. T. A. paid by money order and for which it was reimbursed by the respondent. Cousland sent his last report to the N. M. T. A. in October or November 1936.

The N. M. T. A. is an employers' association long dedicated to the principles of the open shop. Prior to an amendment of its constitution in April 1937, it openly espoused an anti-union philosophy. Among its other activities, the N. M. T. A. furnished labor spies to 2407 those of its members who wished to utilize them, having 36 secret operatives in its employ in October 1936, of whom 12 admittedly devoted their attention to union activity. It ceased employing secret operatives shortly before the initiation of hearings by a sub-committee of the United States Senate Committee on Education and Labor which was appointed to investigate violations of civil liberties.[9]

The respondent contends that Cousland's reports concerned such matters as dissatisfaction with piece-work rates, and suggestions for efficiency or safety, and not union activity. Berry, who received the reports from the N. M. T. A., testified that Cousland was performing a function similar to that of a grievance committee of a labor organization, since, acting on his reports, the respondent could remove sources of dissatisfaction. While it is true that Cousland probably did report on piece-work

[9] Appointed pursuant to S. Res. 266, 74th Congress.

dissatisfaction, we do not believe that all his activity was so innocuous. The melodramatic secrecy veiling Cousland's reports, the use of a number as a signature, the circuitous routing through the anti-union N. M. T. A., and the immediate destruction of the reports by both the N. M. T. A. and the respondent, suggest, and we find, that Cousland also played the role of a labor spy.

Our view is strengthened by a study of the correspondence between the respondent and the N. M. T. A., part of which is in evidence. Much of this correspondence deals entirely with the question of labor relations. It reveals that the respondent requested and received 350 copies of "Some Questions and Answers Concerning the Wagner Act," and that these pamphlets were posted and distributed through out the respondent's plants. These "Questions and Answers" are wholly misleading, confining themselves almost entirely to stating the rights of the employer left unaffected by the Act, without adequately or accurately listing the rights which the Act guarantees to employees. We have condemned the distribution of similar literature by employers as violative of the Act.[10] Significantly, none of the correspondence relates to time study or piece-work dissatisfaction, investigation of which is supposed to have been the purpose of the respondent in hiring Cousland through the N. M. T. A. On the contrary, there is a clear indication that the principal bond between the respondent and the N. M. T. A. was that of anti-union policy and we believe that Cousland served that policy.

At the hearing before the Board in Washington the respondent insisted, in support of its contention that
2408 Cousland was not a labor spy, that there is no evidence showing that the respondent ever acted against any labor organization as a result of anything Cousland may have reported. We are not convinced that this is so. Cousland joined the Amalgamated, but had been forced to resign in May, 1937, when his role as an undercover agent was made public by the Senate subcommittee on civil liberties. There is ample evidence of anti-union activity by respondent prior to the unmasking of Cousland by the Senate subcommittee. Moreover, the record reveals that Cousland, prior to his resignation, became active as a

[10] See *Matter of Mansfield Mills, Inc.*, and *Textile Workers Organizing Committee*, 3 N. L. R. B. 901; *Matter of Nebel Knitting Company, Inc.*, and *American Federation of Hosiery Workers*, 6 N. L. R. B. 284, aff'd in *National Labor Relations Board* v. *Nebel Knitting Company* (C. C. A. 4th, April 28, 1939) . . . F. (2d) . . .

committee member of the Amalgamated. It is well known that labor spies commonly join labor unions either to report on their activities or for the purposes of sabotage. Despite the fact that Cousland ceased writing his reports to the N. M. T. A. in October 1936, we do not believe that his relationship to respondent as a labor spy terminated until exposure in March 1937 ended his usefulness.

We find that the respondent and the N. M. T. A. utilized Cousland for the purposes, among others, of espionage to ascertain and interfere with attempts at self-organization on the part of its employees, and that the respondent thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

D. The Discharges.

Louis Salmons and Joseph E. Novak. Louis Salmons has been an electrician at the respondent's plant for 14 years. He was a member of the employees' board under the Plan and became dissatisfied with it because of its ineffectiveness in representing the employees. About September 1, 1936, Salmons went to the S. W. O. C. headquarters in Chicago, talked to Van A. Bittner, regional organizer, and asked for aid in organizing the employees of the 39th Street plant. Bittner agreed to help Salmons, and, as an initial step, sent Salmons 50 application cards for membership in the S. W. O. C. About the middle of September, Salmons started to organize by talking to various individuals and by distributing the application cards. Salmons signed, as the organizer, all the application cards which he distributed, despite his fear that respondent might discriminate against him. He felt that his name would be more helpful in encouraging the employees to join than if someone at the S. W. O. C. headquarters had signed the cards.

On Sunday, September 20, 1936, Salmons called the organizing meeting of the Amalgamated. At this meeting, Salmons told those who attended that he would probably be discharged since some of the cards bearing his name were left lying around the plant and would doubtless be turned over to the respondent's officials, but he urged
2409 the others to keep the organization going, and stated that he would keep active outside the plant. The next day, September 21, Salmons was told by his foreman, Forss, that Berry, the assistant general manager, wanted

to see him. Salmons went into Berry's office, and Berry, in the presence of the production superintendent, Conroy, discharged him. Berry accused Salmons of spreading "union propaganda" and gave him half an hour to leave the plant. Salmons protested that his discharge would be a violation of the Act, but Berry declined to discuss the matter further.

Salmons thereupon left Berry's office and went to the tool room where he met his foreman, Forss, informing him of the discharge. Forss said that he had thought that that was the case and later while Salmons was in the washroom, Forss said, referring to union activity, that he "didn't know this was going on," that he "didn't believe it." Salmons, attempting to magnify the strength of the S. W. O. C., assured Forss that 370 employees had signed application cards; actually there had been only 11. Salmons thereupon left the plant.

The same day and under almost identical circumstances, Joseph E. Novak was discharged. Novak has been employed by the respondent for over 11 years and at the time of his discharge was working in the crane department. On September 21, 1936, Novak was told by an assistant foreman, Sellars, that Berry wanted to see him. When Novak came into his office, Berry accused him of being an organizer and instigator of a union. Novak professed surprise at the accusation and hotly denied that he had helped organize any union. Thereupon he was given 30 minutes to leave the plant.

The day after his discharge, Salmons filed charges with the Regional Director of the Board. Approximately 2 weeks later Novak, for the first time learned that Salmons had also been discharged and, after talking to Salmons, Novak also conferred with the Regional Director.

Thereafter, Field Examiner Disser and Regional Director Beman, of the Board, held conferences with Berry, and subsequently Salmons and Novak requested Berry to rehire them. On December 21, 1936, Berry reengaged Salmons upon the condition that Salmons would not engage in union activities on company time. Novak, who applied for reinstatement a week or so after Salmons, refused at first to accede to such a condition on the grounds that it would be a tacit admission that he had engaged in union activity. However, he finally accepted the condition and was reinstated in January 1937. There is in conflict in the testimony as to whether Berry insisted that both men promise not to engage in union activity at all whether on

their own or company time. We do not feel it necessary to resolve this conflict, but the records discloses that Novak understood that Berry's injunction against 2410 unions extended to activity away from work and as a result did not join the Amalgamated until after the Act was upheld in April 1937.

Salmons was not reinstated to his old job as maintenance electrician but was given a position in the electrical department. He was thus confined to a bench and no longer allowed to work throughout the plant. Furthermore, he worked fewer hours, inasmuch as the maintenance job he formerly held entailed considerable overtime. The complaint alleges that by reinstating Salmons to a bench job the respondent further discriminated against him because of union activities.

The respondent justifies both discharges on the grounds that Salmons and Novak each spent so much time organizing that they were unable to do their own work. In so far as Novak is concerned, this contention is untenable. There is no substantial evidence that Novak engaged in any union activity whatsoever. On the contrary, it appears that he was not a member of the Amalgamated at the time of his discharge, and was ignorant that the Amalgamated was organizing. Berry testified that one of his foremen reported to him that he had observed Novak passing out cards. This foreman was not called to testify and we do not believe that this alleged report to Berry was accurate. Assuming it to be true, however, we do not believe that Berry would, without investigation or warning, have summarily discharged Novak for distributing cards. We find that Novak was discharged because the respondent mistakenly believed that he had joined and assisted the Amalgamated and had engaged in concerted activities with other employees in the plant for the purpose of collective bargaining and other mutual aid and protection. The respondent's mistake of fact as to Novak's affiliation and activity does not render its discharge of Novak the less an unfair labor practice. The discharge of Novak was an act of discrimination which tended to discourage membership in the Amalgamated, despite the fact that Novak was not himself a member.[11]

Nor does the record sustain the respondent's contention that its discharge of Salmons was proper because his union activity interfered with his work. At the time of Salmons'

[11] Cf. *National Labor Relations Board* v. *Biles-Coleman Lumber Co.*, 98 F. (2d) 18 (1938).

discharge the respondent had no rule which forbade solicitation of membership in a union. Nor did Salmons' efforts interfere with his work, and his immediate superior, Forss, was unaware that he was engaging in such activity. Salmons was never warned or reprimanded for his solicitation. It is significant that no members of the Independent were ever discharged for their activity, although the record reveals that several employees were much more
2411 active in solicitation for it than was Salmons for the Amalgamated. We are convinced that Salmons' activity on behalf of the Amalgamated and not any impairment of his efficiency was the real reason for his discharge. Accordingly, we find that Salmons was discharged because of his membership in the S. W. O. C. and his activity on its behalf.

At the hearing the respondent contended that Salmons had been rehired as a result of mediation by, and under an agreement with Regional Director Beman and Field Examiner Disser. The Trial Examiner excluded testimony relating to such agreement and refused subpoenas for Beman and Disser. Thereupon respondent offered to prove that the Regional Office took under consideration the discharges of Salmons, Novak, and one Sorenson, whose case is discussed below, that the respondent was requested to reemploy Salmons, that no such request was made on behalf of Novak or Sorenson, and that it was agreed that Salmons would be rehired for a standard workweek without back pay. The offer of proof was refused. We believe that to the extent that the offer related to an agreement allegedly made by agents of the Board the testimony should have been admitted.[12] To that extent we shall treat the offer as proved. Accordingly, we shall not order back pay for Salmons despite his discriminatory discharge, nor will we consider the contention that his reinstatement to a position other than that which he held before his discharge was discriminatory. Since the offer of proof did not allege that a similar agreement had been made with respect to Novak, who was discriminately discharged, our order relating to Novak will not be affected thereby.

Novak was earning 59 cents an hour for 54-hour week at the time of his discharge. Before his reinstatement he

[12] *Matter of Shenandoah-Dives Mining Company* and *International Union of Mine, Mill & Smelter Workers*, Local No. 26, 11 N. L. R. B. No. 67; *Matter of Godchaux Sugars, Inc.*, and *Sugar Mill Workers' Union Locals No. 21177 and No. 21118, affiliated with the American Federation of Labor*, 12 N. L. R. B. No. 67.

earned from $75 to $100 at the Globe Manufacturing Company. Novak is a musician and during the period following his discharge worked a few nights in that capacity. It appears, however, that he enjoyed this independent source of income to the same extent while employed by the respondent. Therefore, his income earned as a musician will be excluded in computing the amount of his net earnings to be deducted from the back pay which we shall order the respondent to pay to him.

Nels Carl Sorenson was a janitor at the time of his discharge on October 1, 1936, having been employed in that capacity for about 3 years. Sorenson was one of the few who had joined the Amalgamated prior to the discharge of Salmons. He was not, however, particularly active in it.

2412 Prior to assuming the duties of a janitor, he had been employed in other capacities by respondent, first as a machinist's helper and later as a steamfitter's helper. Sorenson testified that on the morning of his discharge he was cleaning the lights on the back stairway of the main office and that Berry came down the stairs and engaged him in conversation. According to his testimony, Berry told him that he had "a nice red ladder," adding that he would not be on the ladder long. Sorenson testified that he was puzzled by this remark, but went into the shop and saw his foreman, Forss, and Forss told him that he was discharged. Forss added, according to Sorenson, that the reason for his discharge was that he had been helping Louis Salmons organize a union. Sorenson was told by Forss to get out of the plant by 11 o'clock that morning.

The reasons advanced by Berry and Forss for Sorenson's discharge differ materially from those given by him. Berry denied at the hearing that he had engaged in the conversation about the ladder related by Sorenson. He testified further that Sorenson had been a disturber and that he had received a number of complaints to the effect that Sorenson habitually quarreled with other employees. Berry stated that on the day of his discharge he noticed Sorenson engaged in a rather violent altercation with four or five employees in the foundry, and upon observing this he went to his office and phoned Forss to discharge him. Forss corroborated Berry's testimony that Sorenson was argumentative and difficult to get along with, although he admitted that he was a good worker. When he received the phone call from Berry, Forss went in search of Sorenson. He met Sorenson coming out of the foundry and

asked him what he had been doing. Sorenson replied that he had been greasing certain equipment in the foundry. Since he did not have his grease gun with him, Forss told Sorenson that he must have been loafing and forthwith Forss discharged him. At the hearing, Forss denied that he had mentioned Salmons or that he had ever told Sorenson that the discharge was due to union activity.

After his discharge Sorenson sought out Salmons, who suggested that Sorenson go down to the office of the Regional Director. In January Sorenson requested Berry to rehire him, and after two interviews Berry refused to do do.

Since Sorenson admitted having some difficulties with other employees, we believe that the respondent's version as to the reasons for his discharge. Accordingly, we find that the respondent did not discharge Sorenson because he had joined or assisted the Amalgamated.

Mike Karbel and Nick Cumorich. Karbel worked for the respondent from 1925 until 1932, when he was laid off. He returned to work early in March 1937. Cumorich was hired for the first time in December 1936.

2413 About 2 months before their discharge, Karbel and Cumorich both were transferred to the night shift in the steel cleaning room, Karbel as a chipper, and Cumorich, who had been hired as a chipper, as a common laborer. On May 19, 1937, Belov, who, as we have pointed out above, was the night foreman supervising 15 or 20 men, told both men that they were discharged, and paid them off in cash. At this time, in response to their questioning, Belov told them that each was a good workman and that he did not know the reason for the discharge. Belov was not called at the hearing, and so we accept the uncontradicted testimony of Karbel and Cumorich as to Belov's activities. It was an unusual thing for men discharged from the night shift to be paid in cash by Belov. Customarily, they were paid off by the day foreman, McKinney, who had ultimate authority over all employees in the steel cleaning room, including the night shift.

As we have already indicated, Belov upon instructions from McKinney had solicited membership for the Independent among the night shift. Both Karbel and Cumorich had refused his solicitation. Late in April they had joined the Amalgamated.

The respondent contends that Karbel and Cumorich were discharged for inefficiency. McKinney testified that he had received complaints that costs in the department were

rising, and he investigated to determine the reason. According to his testimony, he observed that neither Karbel nor Cumorich were doing a satisfactory job, and he warned them several times. Furthermore, he instructed one Peters, of the time study department, to make a check on their labor cards to determine their relative efficiency.

Chippers and grinders are paid by the respondent on a piece-work basis, with a minimum hourly guarantee. The time study department establishes a piece-work rate and also a certain period of time for each operation. If the employee finishes a job in a shorter period, he is paid a bonus.

Peters testified that, as instructed by McKinney, he made the time study. According to his testimony, his study revealed that over a period of 6 to 8 weeks, Karbel exceeded the time allowed on jobs he worked by 37 per cent, with a consequent loss to the respondent, and that the hourly guaranteed minimum which he was paid exceeded the piece-work rate which had been set by 96 per cent. Five other chippers, selected at random, during approximately the same period, unlike Karbel, showed substantial gains. Cumorich, according to Peters, exceeded the allowed time by 47 per cent, and his guaranteed rate exceeded the piece-work rate by 73 per cent. Cumorich was not compared with any of the other employees for the reason that there were none doing comparable work.

The accuracy of the time studies made by Peters is open to considerable doubt. He admitted that Cumo-
2414 rich, although hired as a chipper, was engaged principally as a laborer, shoveling sand, cutting up scrap and doing other jobs around the steel foundry. Cumorich rarely worked on piece work, since laborers are paid on an hourly basis. As a result, an efficiency rating based entirely upon Cumorich's capacity on piece work, would not be a true test of his relative capability.

We believe, moreover, that Peters' time studies are open to a much more serious objection, in that they are based upon a number of indeterminate factors never clearly demonstrated in the record and they completely overlook the differing physical circumstances surrounding each job. Each casting, for example, is assigned by the foreman to a particular workman for cleaning. It would be entirely possible for the foreman habitually to assign the dirtiest castings to one particular chipper. Furthermore, conditions on the night shift differed from those in the daytime.

Yet, in compiling his time study comparison of Karbel's work with that of others, Peters admitted that none of the other five so chosen worked on the night shift. The hourly rate of these five employees was different, in most cases higher than that of Karbel. In all cases, the work of the men was somewhat dissimilar, different piece prices on each job had been established, and the total time allotted varied from individual to individual. Under these circumstances, we do not believe that the time studies reflect with any degree of precision the relative efficiency of Karbel or Cumorich. These physical differences surrounding each job were admitted at the hearing, and we do not believe that respondent discharged either man because of anything disclosed by Peters' time study.

Both Karbel and Cumorich testified that they were never warned about the quality of their work. McKinney testified that he made frequent trips to the night shift and on several occasions warned these men that their work was unsatisfactory. McKinney's credibility as a witness, as pointed out above, is questionable. We do not believe that McKinney ever specifically warned either man. Each testified that he had never observed McKinney in the foundry at night, and we find that neither Karbel nor Cumorich was ever warned that his work was unsatisfactory by McKinney or any other supervisor.

We conclude that the real reason for the discharge in both cases was the fact that Karbel and Cumorich had joined the Amalgamated. Each had refused to sign the application sheet when approached by Belov during the Independent's organization campaign in the middle of April 1937. A short time later, both joined the Amalgamated. Almost immediately a time study was instigated directed solely to their work and within a period of 3 weeks or so both were discharged, without warning. Belov, the immediate superior of both, professed ignorance of the reason for discharge, asserting his belief that they
2415 were good workmen. An unusual procedure of giving them their dismissal pay was adopted, a procedure which prevented either from facing McKinney or the workers on the day shift. Under these circumstances, we reject the respondent's contention as to the reason for their discharge.

We find that by discharging Mike Karbel and Nick Cumorich, the respondent discriminated in regard to their hire and tenure of employment, thereby discouraging membership in the Amalgamated.

Karbel and Cumorich both desire reinstatement to their former positions. At the time of discharge Karbel's earnings averaged $26 to $28 a week, and Cumorich earned 48 cents an hour for a 45-hour week. Karbel was unemployed from the date of his discharge until the date of the hearing and had no earnings during this period. Cumorich obtained employment at Karpen Brothers Furniture Company on June 17, 1937. He earned $436 until January 1, 1938, and $126.19 from that date until the time of the hearing.

Paul Bozurich was employed by the respondent as a moulder from April 22, 1936, until his lay-off on November 9, 1937. The record reveals that because of curtailed production a number of lay-offs were necessitated in the fall of 1937 and spring of 1938.

Bozurich is a highly skilled workman, having received several raises during his period of employment, and there is no question as to his competency. He was very active in the Amalgamated, joining in March 1937 and helping to solicit members. Bozurich attended the first meeting of the Independent on April 22, 1937, but was ejected when he persisted in questioning Wham and Litster as to certain aspects of the Independent's constitution and as to the implications of its membership application cards. Bozurich was denied admission to the Independent's second meeting by a Chicago policeman who was guarding the door. He was also one of the leaders of the employees who opposed the Independent, and forcibly brought his viewpoint to the respondent's attention, not only by his aggressiveness at the first meeting of the Independent, but also subsequently in conversations with supervisory officials.

There are a number of different types of iron moulding carried on in the respondent's foundry. The largest castings are made by the floor moulders who work on what is called the "iron floor" or "grey iron floor." The floor moulders are generally the most skilled moulders, since this type of work is considered more difficult than the others. Furthermore, since the cost of recasting an imperfect cast increases proportionately with its size, the floor moulders, being most skilled, generally pour the larger castings. The respondent also employs bench, sprocket, and squeezer moulders who work, respectively, on the bench, sprocket, and squeezer floors.

2416 Bozurich, who has been a moulder for 22 years, was hired as a floor moulder and started to work on

the south end of the "iron floor." After a few months in this location he was given an assignment which required more room and in January 1937 he was shifted to the sprocket floor. Despite this shift, however, he continued to do the same type of work under the same foreman. A few months before his lay-off he was shifted back to the "iron floor." Bozurich testified that before he was moved to the sprocket floor he was senior to several moulders on the iron floor, but when he returned all but one of the men junior to him had been moved to one of the other floors. The effect of the shifting, according to him, was to destroy his seniority rights. The record discloses, however, that the men with less seniority who had been transferred from the "iron floor" had been laborers there, and were transferred to other floors in order that they might learn to be moulders. It also appears that the only moulder on the "iron floor" junior to Bozurich was laid off the same day, although he was subsequently rehired as a laborer. On the entire record we feel that the evidence does not support a finding that Bozurich lost his seniority on the "iron floor" by virtue of discriminatory shifting of employees from that floor to other floors.

Bozurich also testified that the respondent discriminated against him in the lay-offs in that it regarded each floor as a department for the purposes of determining seniority. He stated that foundries habitually adopted one of two courses in the event that lay-offs became necessary. They would either retain their best moulders, laying off the less competent men and disregarding seniority, or else they would follow strictly a seniority policy for the entire foundry, without differentiating between the various floors. If either course had been followed, Bozurich would have been retained. Under the first alternative the bench, sprocket, and squeezer moulders, being less skilled, would be laid off before the floor moulders. Under the second, Bozurich would likewise have been kept inasmuch as several moulders on the other floors who were not laid off were junior to him.

The respondent's seniority plan came about as the result of bargaining between the Independent and the respondent. No contract was ever concluded between the two, however, and the seniority rules are contained in a statement of policy issued and posted by the respondent. The policy promulgated by the respondent is not detailed, in so far as seniority is concerned, but is simply a general state-

ment that when lay-offs are necessary "senior employees shall be retain with . . . consideration for practicability and ability." In applying seniority principles in the foundry, respondent treated each floor as a separate department, and did not establish seniority on the basis of the entire iron foundry. Consequently, there were separate seniority list for each type of moulder. Despite Bozurich's 2417 claim that he should have been retained over the less skilled moulders on the other floors, particularly those who were junior to him, the record does not sustain the contention that the method of foundry lay-offs adopted by the respondent was inconsistent with its stated seniority principles or was chosen to discriminate against him because of his union activity. We find that respondent did not discriminate against Bozurich because of his union activity.

John Kalamarie was first hired by the respondent November 11, 1935. He was laid off November 30, 1937. Kalamarie started as a laborer, but early in 1936 began to work as a burner in the steel cleaning or "chipping" room. A burner works on the castings with an acetylene torch, cutting off metallic imperfections, and occasionally cuts scrap metal to facilitate remelting. From December 1936 to May 1937, Kalamarie worked on the night shift. It was during this period, as pointed out above, that he observed Belov's activities in behalf of the Independent and refused to join when solicited. From May until October 1937, Kalamarie worked on the day shift, being transferred in August 1937, from the position of burner to that of arc welder. While learning his new duties as an arc welder he was shifted again in October 1937 to the night shift. He was working as an arc welder on the night shift at the time he was laid off, November 30, 1937.

Kalamarie complains that his lay-off was out of order of seniority in the steel cleaning room and was motivated by a desire to discriminate against him because of union activity. There is no question that Kalamarie was active in the Amalgamated. He joined in March 1937, and subsequently solicited a number of new members. At the time Bozurich was laid off, the Amalgamated grievance committee called on Berry. Kalamarie was one of this committee. Immediately afterwards, Morely, the day foreman, sent a note to Belov who was the night foreman, informing him to supervise Kalamarie more closely and if his work was not found up to standard to lay him off for a week. Shortly afterwards he was permanently laid off for lack of work.

The respondent contends that this lay-off was necessitated by a business slump, and that Kalamarie had less seniority than the other welders. It appears that the respondent employed four welders in the steel cleaning room; two, including Kalamarie, were arc welders, and the other two were combination welders, that is, they were qualified to work either as arc welders or gas welders. Kalamarie and the other arc welders were laid off the same day; one combination welder was retained until January 5, 1938, the other was working at the time of the hearing. Since a combination welder is a more highly skilled worker
2418 than an arc welder, the respondent contends that it was justified in dismissing Kalamarie who was less versatile, rather than an employee who had the ability to do both types of welding.

Conceding the cogency of this argument, it does not answer Kalamarie's contention that he should have been allowed to transfer back to his old job as a burner when he was no longer needed as a welder, since he had seniority over Thiele, a burner, Kouna, a laborer who worked as a burner, and Melcoskey, who was listed on the pay roll as a "chipper," although he worked occasionally as a burner. It was admitted at the hearing that Kalamarie could have done the work that Kouna and Melcoskey were doing, and that Thiele, a burner, was engaged in a capacity identical to that formerly held by Kalamarie.

The record discloses that there was considerable interchangeability of workers within the steel cleaning room, chippers would act as burners, burners as laborers, depending on the amount of work available. The case of Thiele who started as a welder and later became a burner is illustrative of the shifting of employees from one capacity to another. It would appear, therefore, that if a seniority policy for the whole room had been applied, considering the feasibility of transfer, Kalamarie would have been retained in preference to Thiele, Kouna, or Melcoskey.

The respondent contends that Kalamarie gave up his seniority rights in the steel cleaning room when he became a welder. Kalamarie testified that he would not have taken the welder's job if he had known he would thereby forfeit his seniority. In support of this testimony, the record discloses that Kalamarie vigorously protested that his lay-off was against seniority rules. Furthermore, he was the only employee in either the steel or iron foundry hired in 1935 who was laid off prior to the hearing. All other employees who were laid off were hired either in 1936 or 1937. It is

significant that Kalamarie was placed under stricter supervision immediately following the visit of the grievance committee to Berry, although there was no serious contention that he was not a satisfactory worker. His promotion to the welder's job indicates that he was considered competent. Upon the entire record, we are convinced that the ostensible lay-off of Kalamarie was actually a discharge because of his union activity.

We find that the respondent discharged John Kalamarie because of his union membership and activities and that the respondent thereby discriminated against him in regard to tenure of employment.

Kalamarie seeks reinstatement. At the time he was laid off, he was earning 69 cents an hour for a 40-hour week. Kalamarie was unemployed until January 23, 1938, when he obtained a job with the Works Progress Administration in which he had earned $93 at the time of the hearing.

2419 Stanley Balcauski was a core maker who was hired May 4, 1936, and laid off November 17, 1937. He was the shop steward for the Amalgamated in the core room, and as such wore a readily identifiable badge. Balcauski, shortly before his lay-off, engaged in an altercation with Skeates, the superintendent of the foundry, about collecting dues on company time. Skeates warned Balcauski about such collections, and Balcauski protested that the Independent was allowed to do what he was prohibiting for the Amalgamated. Thereupon, Skeates assured him that neither organization could make such collections.

Balcauski insists that his lay-off was not in accordance with seniority, in that men junior to him were retained. The record reveals, however, that the only employee in the core room with less seniority who was retained was an apprentice named Parker. The respondent has consistently found employment for apprentices and has not applied the seniority principle to them. We find that Balcauski was laid off in turn and that the respondent did not thereby discriminate against him for his union activity.

Harry Johnson worked for the respondent in 1929 and 1930 as a boring mill operator in the machine shop. He was laid off sometime in 1930 and was rehired in September 1935. He was subsequently laid off a second time in December 1937, while working on the night shift. Johnson joined the Amalgamated in January 1937 and, with his brother, Fred, was very active in behalf of this organization. He circulated application cards and urged the employees in the machine shop to sign them.

Johnson contends that he was laid off out of order of seniority because of his union activities. It appears that Johnson had seniority in the machine shop over three employees who were retained. Two of these three, however, had served with the respondent in other departments longer than Johnson, although they transferred to the machine shop after him. The respondent contends that these two, Panos and McCafferty, were more versatile operators, being able to work on both the large and the small milling machines, and under the seniority policy were legitimately retained. We believe that the record substantiates this contention. The other person junior to Johnson, one Behounek, was injured while employed by the respondent, losing the sight in one of his eyes. The record discloses that the respondent customarily retains injured employees whenever possible. Under these circumstances, although we are not entirely free from doubt, we do not find that Johnson's lay-off was motivated by a desire to discriminate against him because of union activity.

Peter Solinko and Frank Solinko. In our discussion of the respondent's activities in behalf of the Independ-
2420 ent, we pointed out that the employment manager, Staskey, after attempting to learn the strength of the Amalgamated, instructed Peter Solinko to see Kovatch and to join the Independent, indicating that the employment of his son, Frank, would be conditioned upon his so joining.

We find that by this action respondent discriminated in regard to the terms and conditions of employment of Peter Solinko and the hire of Frank Solinko, thereby encouraging membership in the Independent and discouraging membership in the Amalgamated.

We find that by discharging Salmons and Novak, and by discharging and refusing to reemploy Karbal, Cumorich, and Kalamarie, the respondent has discriminated in regard to the hire and tenure of employment of each of them, thereby discouraging membership in the Amalgamated.

We find further that by its acts of discrimination respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

IV. The Effect of the Unfair Labor Practices on Commerce.

We find that the activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The Remedy.

Having found that the respondent has engaged in certain unfair labor practices, we shall order it to cease and desist from further engaging in such practices. Moreover, we shall order the respondent to take certain affirmative action which we deem necessary to effectuate the policies of the Act.

We have found that the respondent has dominated and interfered with the formation and administration of the Independent and has contributed support to it. The respondent's acts render the Independent incapable of serving the respondent's employees as a genuine bargaining representative and render its continued recognition by the respondent an obstacle to collective bargaining through freely chosen representatives. We shall, accordingly, order the respondent to withdraw all recognition from the Independent, and to disestablish it as a representative of the employees of the 39th Street plant for the purposes of collective bargaining.

We have found that Louis Salmons and Joseph E. Novak were discriminatorily discharged and subsequently re-
2421 hired. We shall order the respondent to make Joseph E. Novak whole for any loss of pay he may have suffered by reason of his discharge by payment to him of a sum equal to the amount which he normally would have earned as wages from the date of his discharge to the date of his reinstatement, less his net earnings[13] during said

[13] By "net earnings" is meant earnings less expenses, such as for transportation, room and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for his unlawful discharge and the consequent necessity of his seeking employment elsewhere. See *Matter of Crossett Lumber Company* and *United Brotherhood of Carpenters and Joiners of America, Lumber and Sawmill Workers Union, Local 2590.*

period, but not deducting any sums he may have earned while engaged as a musician. For the reasons above stated,[14] we shall not order back pay for Louise Salmons.

We have found that John Kalamarie, Mike Karbel, and Nick Cumorich were almost discriminatorily discharged. Accordingly, we shall order the respondent to offer them reinstatement without prejudice to their seniority and other rights and privileges. We shall further order the respondent to make John Kalamarie, Mike Karbel, and Nick Cumorich whole for any loss of pay they may have suffered by reason of their discharge by payment to each of them of a sum equal to the amount which he normally would have earned as wages from the date of his discharge to the date of the offer of reinstatement, less his net earnings during said period.

We have found that the lay-offs of Paul Bozurich, Harry Johnson, and Stanley Balcauski were temporary, occasioned by a decrease in business and available work in the plant, and therefore we will not order their reinstatement. However, in view of the respondent's unfair labor practices as set forth in Section III above, there is grave danger that the respondent will not reemploy these three individuals even if their former or substantially equivalent positions are open. Respondent produced at the hearing seniority lists by classification, which contained the names of employees then working and those who at that time had been laid off. In order to effectuate the policies of the Act, we will require the respondent to include Paul Bozurich, Harry Johnson, and Stanley Balcauski, for whom work was not available at the time of the hearing, in its seniority list by classification, and refrain from discrimination against them in the event employment should become available for them under its usual seniority rules.[15]

2422 Upon the basis of the foregoing findings of fact and upon the entire record in the case, the Board makes the following:

---

8 N. L. R. B. 440. Monies received for work performed upon Federal, State, county, municipal or other work-relief projects are not considered as earnings, but as provided below in the order, shall be deducted from the sum due the employee, and the amount thereof shall be paid over to the appropriate fiscal agency of the Federal, State, county, municipal, or other government or governments which supplied the funds for said work-relief projects.

[14] Section III, D *supra*.

[15] See *Matter of American Numbering Machine Company* and *International Association of Machinists District* #15, 10 N. L. R. B. No. 40, and the cases there cited.

Conclusions of Law

1. Lodge 1604, of Amalgamated Association of Iron, Steel and Tin Workers of North America and Independent Union of Craftsmen are labor organizations, within the meaning of Section 2 (5) of the Act. Entered May 12, 1939.
2. By dominating and interfering with the formation and administration of Independent Union of Craftsmen, and contributing support to it, the respondent has engaged in and is egaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.
3. By discriminating in regard to hire and tenure of employment of Louis Salmons, Joseph E. Novak, John Kalamarie, Mike Karbel, and Nick Cumorich, and thereby discouraging membership in Lodge 1604, of Amalgamated Association of Iron, Steel and Tin Workers of North America, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.
4. By discriminating in regard to the terms and conditions of employment of Peter Solinko, and the hire of Frank Solinko, and thereby discouraging membership in Lodge 1604, of Amalgamated Association of Iron, Steel and Tin Workers of North America, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.
5. By interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.
6. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.
7. By discharging Nels Carl Sorenson and laying off Paul Bozurich, Harry Johnson, and Stanley Balcauski, the respondent has not engaged in unfair labor practices, within the meaning of Section 8 (3) of the Act.

Order

Upon the basis of the above findings of fact and conclusions of law and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Link Belt Company, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

2423 (a) Dominating or interfering with the administration of Independent Union of Craftsmen, or the formation or administration of any other labor organization of its employees, or contributing support to Independent Union of Craftsmen, or any other labor organization of its employees;

(b) Discouraging membership in Lodge 1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America, or any other labor organization of its employees, by discharging or refusing to reinstate any of its employees or in any other manner discriminating in regard to their hire and tenure of employment or any terms or conditions of their employment;

(c) Either directly or indirectly, engaging in any manner of espionage or surveillance, or engaging the service of any agency or individuals for the purpose of espionage or surveillance, upon its employees or upon any labor organization of its employees;

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid and protection, as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from Independent Union of Craftsmen as representative of any of its employees at the 39th Street plant for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, and completely disestablish Independent Union of Craftsmen as such representative;

(b) Make whole Joseph E. Novak for any loss of pay he may have suffered by reason of the respondent's discrimination in regard to his hire and tenure of employment, by payment to him of a sum of money equal to that which he normally would have earned as wages from the date of his discharge to the date of his reinstatement, less his net earnings, other than earnings as a musician, during said period; deducting, however, from the amount otherwise due to him, monies received by him during said period for work performed upon Federal, State, county, municipal, or other

work-relief projects; and pay over the amount so deducted to the appropriate fiscal agency of the Federal, State, county, municipal, or other government or governments which supplied the funds for said work-relief projects;

(c) Offer to John Kalamarie, Mike Karbel, and Nick Cumorich immediate and full reinstatement to their former positions, without prejudice to their seniority and other rights and privileges;

2424 (d) Make whole John Kalamarie, Mike Karbel, and Nick Cumorich for any loss of pay they have suffered by reason of the respondent's discrimination in regard to hire and tenure of employment, by payment to each of them, respectively, a sum of money equal to that which he would normally have earned as wages from the date of his discharge to the date of the respondent's offer of reinstatement, less his net earnings during said period; deducting, however, from the amount otherwise due to each of said employees, monies received by said employees during said period for work performed upon Federal, State, county, municipal or other work-relief projects; and pay over the amount so deducted to the appropriate fiscal agency of the Federal, State, county, municipal, or other government or governments which supplied the funds for said work-relief projects;

(e) Include Paul Bozurich, Harry Johnson, and Stanley Balcauski in the seniority list by classification which it maintains for all employees who were non-discriminatorily laid off, and refrain from discriminating against Paul Bozurich, Harry Johnson, and Stanley Balcauski, when in accordance with its usual seniority rules, employment becomes available for any or all of them;

(f) Post immediately notices in conspicuous places throughout the 39th Street plant, stating: (1) that the respondent will cease and desist as provided in paragraphs 1 (a), (b), (c), and (d) of this Order; (2) that the respondent will take the affirmative action provided for in paragraphs 2 (a), (b), (c), (d), and (e) of this Order;

(g) Maintain such notices for a period of at least sixty (60) consecutive days from the date of posting;

(h) Notify the Regional Director for the Thirteenth Region, in writing, within ten (10) days from the date of this Order what steps the respondent has taken to comply herewith.

And It Is Further Ordered that the allegations of the complaint that the respondent has engaged in unfair labor practices within the meaning of Section 8 (3) of the Act by

discharging Nels Carl Sorenson and by laying off Paul Bozurich, Harry Johnson, and Stanley Balcauski be, and they hereby are, dismissed.

2425 Post Office Department
Official Business

Registered Article
No. 69506
Insured Parcel
No. _____

Penalty for Private Use
To Avoid Payment of
Postage, $300.
Postmark of Delivering
Office.
(Chicago)
(May 13)
(7 30 PM)
(Ill.)

Return to National Labor Relations Board
(Name of Sender)
Street and Number,
or Post Office Box, _____
Washington,
D. C.

Return Receipt

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Amalgamated Assn. Iron, Steel & Tin Workers—Lodge 1604,
(Signature or name of addressee)
D. Tullin.
(Signature of addressee's agent)

Date of delivery 5/13, 1939

Form 3811 c 5—6116

2426 Post Office Department
Official Business

Registered Article
No. 69507
Insured Parcel
No. .....

Penalty for Private Use
To Avoid Payment of
Postage, $300.
Postmark of Delivering
Office.
(Old P. O..)
(Annex)
(May 13)
(2 30 PM)
(1939)
(Chicago, Ill.)

Return to National Labor Relations Board
(Name of Sender)
Street and Number,
or Post Office Box, ...
Washington,
D. C.

Return Receipt

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Pope & Ballard
(Signature or name of addressee)
L. C. Robertson
(Signature of addressee's agent)

Date of delivery 5/13/39

Form 3811 c 5—6116

2427 Post Office Department
Official Business

Registered Article
No. 69508
Insured Parcel
No. .....

Penalty for Private Use
To Avoid Payment of
Postage, $300.
Postmark of Delivering
Office.
(Old P. O.)
(Annex)
(May 13)
(2 30 PM)
(1939)
(Chicago, Ill.)

Return to National Labor Relations Board
(Name of Sender)
Street and Number,
or Post Office Box, ...
Washington,
D. C.

Return Receipt

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Benjamin Wham
(Signature or name of addressee)
Connorberg
(Signature of addressee's agent)

Date of delivery 5-13, 1939

Form 3811 c 5—6116

(Caption—C-607)

AFFIDAVIT AS TO SERVICE.

District of Columbia, } ss.

I, C. Matthew Pientka, being first duly sworn, on oath saith that I am one of the employees of the National Labor Relations Board, in the office of said Board in Washington, D. C.; that on the 12th day of May, 1939, I mailed postpaid, bearing Government frank, by registered mail, a copy of the Decision and Order to the following named persons, addressed to them at the following addresses:

Amalgamated Assn. of Iron, Steel & Tin Workers, Local 1604
205 W. Wacker Drive
Chicago, Ill.

Pope & Ballard
120 South LaSalle St.
Chicago, Ill.

Benjamin Wham, Esq.
231 South LaSalle St.
Chicago, Ill.

s/ C. Matthew Pientka.

Subscribed and sworn to before me this 12th day of May, 1939.

s/ John A. Neyros,
Notary Public, D. C.

(Seal)

My Commission Expires Aug. 15, 1943.

2322 IN THE UNITED STATES CIRCUIT COURT OF APPEALS,

For the Seventh Circuit.

Link Belt Company,
Petitioner,
vs.
National Labor Relations Board,
Respondent.
} No. .....

CERTIFICATE OF THE NATIONAL LABOR RELATIONS BOARD.

The National Labor Relations Board, by its Secretary, duly authorized by Section 1 of Article VI, Rules and Regulations of the National Labor Relations Board—Series 1, as amended, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record in a proceeding had before said Board entitled "In the Matter of Link Belt Company and Lodge 1604 of the Amalgamated Association of Iron, Steel and Tin Workers of North America, through the Steel Workers Organizing Committee, affiliated with the Committee for Industrial Organization," the same being Case No. C-607 before said Board, such transcripts, including the pleadings, testimony and evidence upon which the order of the Board in said proceeding was entered, and including also the findings and order of the Board.

Fully enumerated said documents attached hereto are as follows:

1. Second amended charge filed by Lodge 1604 of the Amalgamated Association of Iron, Steel & Tin Workers of North America, through the Steel Workers Organizing Committee-C. I. O., sworn to March 1, 1938.
2. Complaint and notice of hearing issued by the National Labor Relations Board March 4, 1938.
3. Respondent's answer to the complaint, sworn to March 10, 1938.

2323 4. Motion for intervention filed by Independent Union of Craftsmen and Local Lodge No. 1 thereof, sworn to March 12, 1938.

5. Certified copy of order designating Hugh C. McCarthy Trial Examiner for the National Labor Relations Board, dated March 11, 1938.

Documents listed hereinabove under items 1 to 5, inclusive, are contained in the exhibits and included under the following items:

6. Stenographic transcript of testimony before Hugh C. McCarthy, Trial Examiner for the National Labor Relations Board on March 14, 15, 16, 17, 18, 19, 21, 22 and 23, 1938, together with all exhibits introduced in evidence.

7. Copy of intermediate report of Trial Examiner McCarthy, dated May 9, 1938.

8. Copy of Amalgamated Association's request for extension of time in which to file exceptions to the intermediate report, dated May 18, 1938.

9. Copy of letter, dated May 20, 1938, granting extension of time to file exceptions.

10. Copy of respondent's exceptions to the intermediate report, dated May 20, 1938.

11. Copy of independent union's exceptions to the intermediate report.

12. Copy of the Amalgamated Association's exceptions to the intermediate report.

13. Copy of notice of hearing for purpose of oral argument, dated November 19, 1938.

14. Copy of letter, dated November 21, 1938, advising parties of their right to file briefs.

15. Copy of the list of appearances at oral argument held December 20, 1938.

16. Copy of decision, findings of fact, conclusions of law and order issued by the National Labor Relations Board May 12, 1939, together with affidavit of service and United States Post Office return receipts thereof.

2324 In Testimony Whereof the Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the City of Washington, District of Columbia, this 19th day of September, 1939.

Nathan Witt,
Nathan Witt,
(Seal) *Secretary, National Labor Relations Board.*

IN THE UNITED STATES CIRCUIT COURT OF APPEALS,
For the Seventh Circuit.
October Term, 1938.

Independent Union of Craftsmen, Incorporated, a corporation, *Petitioner,* *vs.* National Labor Relations Board and Link-Belt Company, a corporation, *Respondents.*	No. 7102.

STIPULATION.

It is hereby stipulated and agreed between the parties hereto by their respective attorneys of record that:

1. The record as certified to this Court by the National Labor Relations Board in the case of Link-Belt Company, a corporation, petitioner, *vs.* National Labor Relations Board, respondent, No. 6974, shall stand as the record of the proceedings before said Board in this case.

2. The printed record to be filed in said cause No. 6974 shall stand as the printed record in this cause, and an order may be entered in this cause providing that the Clerk of this Court take no action under Rule 21 of this Court in re: printing of the record herein.

It Is Further Stipulated And Agreed that said causes Nos. 6974 and 7102 may be consolidated for purpose of argument.

Benj. A. Wham,
Attorney for Petitioner.
Charles Fahy,
General Counsel, National Labor Relations Board.
Lee C. Shaw,
Attorneys for Respondent, Link-Belt Company, a corporation.

Endorsed: In the United States Circuit Court of Appeals • • (Caption—7102) • • Stipulation Filed Oct 16 1939 Frederick G. Campbell, Clerk.

(Approved by Hon. William M. Sparks, Circuit Judge, on October 18, 1939.)

Blank Page

Blank Page

At a regular term of the United States Circuit Court of Appeals for the Seventh Circuit held in the City of Chicago, and begun on the third day of October, in the year of our Lord one thousand nine hundred and thirty-nine, and of our Independence the one hundred and sixty-fourth.

6974

LINK-BELT COMPANY, PETITIONER

vs.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

7102

INDEPENDENT UNION OF CRAFTSMEN, PETITIONER

vs.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

Petitions to Review and Set Aside, and on Request for Enforcement of an Order of the National Labor Relations Board

And, to wit: On the second day of March 1940, there was filed in the office of the Clerk of this Court, the Opinion of the Court, which said Opinion is in the words and figures following, to wit:

In the United States Circuit Court of Appeals for the Seventh Circuit

October Term, 1939, January Session, 1940

No. 6974

LINK-BELT COMPANY, PETITIONER

vs.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

No. 7102

INDEPENDENT UNION OF CRAFTSMEN, PETITIONER

vs.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

Petitions to Review and set aside, and on request for enforcement of, an Order of the National Labor Relations Board

March 2, 1940

Before MAJOR, TREANOR, and KERNER, Circuit Judges.

KERNER, Circuit Judge. These cases are here on separate petitions by Link-Belt Company (hereinafter referred to as "employer" or

"company") and the Independent Union of Craftsmen (hereinafter referred to as "Independent") to review and set aside, and on request by the National Labor Relations Board (hereinafter referred to as the "Board"), for the enforcement of an order [1] of the Board, issued pursuant to the provisions of § 10 (c) of the National Labor Relations Act, 49 Stat. 449, 29 U. S. C. A., § 151 et seq., requiring the employer: (1) to cease and desist (a) from dominating or interfering with the administration of Independent; (b) from discouraging membership in Lodge #1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America (hereinafter referred to as "Amalgamated"); (c) from engaging in any manner of espionage or surveillance; (d) from interfering with, restraining, or coercing its employees in the exercise of the right to self-organization guaranteed them by § 7 of the Act. The order further required the employer (2) to take affirmative action (a) withdraw all recognition from Independent as representative of any of its employees at the 39th Street plant, and completely disestablish Independent as such representative; (b) make whole Joseph E. Novak for any loss of pay he may have suffered; (c) offer to certain employees immediate and full reinstatement to their former positions; (d) make them whole for any loss of pay they may have suffered; (e) include certain employees in the seniority list; and post the usual notices signifying compliance with the order.

The proceeding before the Board was instituted by Amalgamated. The amended complaint charged inter alia (1) that the employer instigated, promoted, and encouraged the formation and growth of the Independent, and dominated, interfered with, and contributed support to it; (2) that between September 21, 1936 and December 8, 1937 the employer discharged nine employees because of their union membership and activity, reinstated two of them upon discriminatory conditions, and has refused to reinstate others; (3) that the employer hired Frank Solinko on condition that his father join the Independent; and (4) that the employer used plant operatives for espionage concerning union membership and activity of its employees.

The employer answered, admitting certain of the jurisdictional allegations, but denied it had committed any unfair labor practices.

The principal and perhaps the only question presented for our determination is: Are the findings of the Board supported by substantial evidence. If they are, they are conclusive. 49 Stat. 455, § 10 (e), 29 U. S. C. A., Sec. 160 (e); National Labor Relations Board v. Columbian Enameling and Stamping Co., 306 U. S. 292, 299, 300; Consolidated Edison Co. v. National Labor Relations Board, 305 U. S. 197, 229, and National Labor Relations Board v. Waterman Steamship Corp., — U. S. —, (February 12, 1940).

The record discloses that the employer is an Illinois corporation owning and operating numerous plants, warehouses, and sales offices throughout the United States and Canada. At its 39th Street plant

[1] XII N. L. R. B. 854.

in Chicago, Illinois, with which the proceeding is concerned, it employs between 750 and 1,200 persons. This plant includes a complete steel and iron foundry, devoted to the manufacture and assembling of various kinds of machinery. The monthly production at this plant averages 1,100 tons, of which approximately 80 percent is shipped to purchasers outside the State of Illinois. Approximately 90 percent of the raw materials used are bought from outside the State of Illinois. The Act is applicable to the company and its employees. National Labor Relations Board v. Jones & Laughlin Steel Corp., 301 U. S. 1; National Labor Relations Board v. Fansteel Metallurgical Corp., 306 U. S. 240.

Amalgamated is a labor organization affiliated with the Steel Workers Organization Committee, and through it with the Committee for Industrial Organization.

Independent is an incorporated labor organization whose membership is confined to employees of the employer at the 39th Street plant. The books and records of income and disbursements and cancelled checks were produced at the hearing. It has a checking account at a bank in the city of Chicago. It collects dues of fifty cents per month per member. Over $3,000 has been paid by its members into its treasury in the form of fees and dues and it has paid for the use of a hall and other expenses incidental and necessary to its operation. At least two meeting are held each month.

There was no labor organization in the plant prior to 1933, no unrest over union matters, and the employer-employee relation was friendly. That year, after the passage of the National Industrial Recovery Act, a plan of employee representation was established. It had as its functioning body a board of seven employees, elected by secret ballot. Louis Salmons was one of the seven. The employer participated to the extent of having one non-voting representative. The expenses of the Plan were borne by the employer, and it was in existence until April 19, 1937, when it was completely dissolved and abandoned.

In September of 1936 a movement to organize Amalgamated among the employees was commenced by Salmons, and during the period of September 1936 to April 1937 a number of the employees joined, largely due to the efforts of Salmons, who, upon the employer's premises, during working hours, solicited memberships. In September 1936 he induced seven of the employees to assist him. These employees held a meeting at which Salmons stated that "no doubt he would be discharged, and in that event it would be up to them to keep the thing going on the inside."

Shortly after Salmons began soliciting for Amalgamated, a growing dissension was noticeable among the employees; the men discussed the merits and demerits of various forms of organization, and the advisability of organizing their own union.

On April 12, 1937, when information was brought to the plant that the National Labor Relations Act had been declared to apply to man-

ufacturing concerns, George F. Linde, an employee, who had never approved of the Employees Representative Plan, and who enjoyed considerable popularity among the employees, together with Hubert Brucks, John Litster, and Arthur H. Rosenbaum, three other employees (none of whom were employed in any supervisory capacity), held a conference and discussed the question of organizing an inside union of employees to bargain collectively through representatives of their own choosing, drafted what they denominated an application, stating that those signing it desired to form an organization within the ranks of the employees. On the following day, this committee interviewed a number of men they believed would be willing to sponsor this form of organization and obtain the signatures of the employees. April 14 the applications were distributed, the employees solicited, and by Friday, April 16, 760 out of approximately 1,000 eligible employees had signed the application. Some of the signatures were obtained during working hours, but the majority were obtained outside of working hours.

On April 17, Linde and Brucks consulted an attorney at law having no connection with the Employees Representative Plan or with the employer. After hearing their case, he advised them concerning the National Labor Relations Act, drew up a proposed constitution and by-laws, and suggested that the employees of the plant hold a general meeting. On Sunday, April 18, Linde and seven other employees held a meeting and made arrangements for the holding of a general meeting of the employees. On Monday, April 19, Linde, Litster, and Ray Frohling, as the organizing committee of Independent, informed Edward L. Berry, Assistant General Manager of the employer, that they (Linde, Litster and Frohling) represented a majority of the employees; that the employees had adopted the name of Independent Union of Craftsmen, and requested that the employer recognize them as the exclusive bargaining representative of the employees at the 39th Street plant. Berry refused, stating he would have to take the matter up with the executive officers of the company.

On Wednesday, April 21, he called this committee into his office and advised them he had been authorized to act for the company. He then asked that he be permitted to inspect the cards evidencing membership in the Independent; after examination thereof, being convinced that they represented a majority of the employees, he recognized the Independent as the collective bargaining agent of the employees. It is well to note here that up to this time the Amalgamated had not made a demand for recognition.

On April 22 a general meeting of the employees was held at the Lithuanian Hall, a public hall rented by the Independent for the occasion, at which were present some 550 employees. Litster presided. Linde was secretary and recorded the proceedings. Wham, attorney for Independent, explained that under the law the employer could in no way interfere, aid, or abet in the formation of

a union; that it was entirely up to the employees to decide whom they wished to represent them; that the employer could not contribute anything financially; that the members would have to defray the expenses of the Independent by the payment of dues; and explained the purpose and meaning of the constitution and by-laws. Many questions were asked by those in attendance and finally a motion was made, debated, and carried that the constitution and by-laws be adopted and the actions of the committee ratified.

On May 4, 1937 an election was held at a hall rented for that purpose, at which there were present 400 to 450 employees. Officers of the Independent were elected by secret ballot (none of these officers was a former Employees Plan representative), and the manner of electing shop stewards was agreed upon. The various departments were to hold an election by secret ballot, but not during working hours. Thereafter, 31 stewards were elected.

On May 7, 1937 the employer received a witten request from the Independent for a date to begin negotiations with reference to a contract between Independent and the employer, and thereafter, beginning May 11, 1937 up to and including March 8, 1938, collective bargaining conferences were held by representatives of the Independent and the employer. These bargainings resulted in the accomplishment of wage increases, changes in the vacation plan, changes in seniority policy, and improved working conditions.

It was a custom of the employer that Berry hold daily meetings with the supervisory force. In 1936, at one of the meetings, Berry instructed these men to refrain from engaging in union activities, and these instructions were passed on to the foremen.

The record further discloses that both the Amalgamated and the Independent engaged to some extent in union activities on company time (the Trial Examiner remarking: "I think the record is pretty clear that it worked both ways"), and on September 21, 1936, Salmons and Joseph E. Novak were discharged for engaging in such activity. Salmons admitted union activities, but minimized them on the ground that he did so only when an employee's machine had broken down. He also defended his conduct by stating that he thought the law gave him that right. He was rehired on December 21, 1936, after mediation by a regional director of the National Labor Relations Board, upon the express understanding that he would not again engage in organizing activities inside the plant on company time. Novak was rehired in January 1937, because, as stated by Berry, "I told him (Novak) that he could have his job back inasmuch as we had put Salmons back, but it was with the distinct understanding that he carry on no unionizing activities on company time."

Based upon the foregoing facts, the Board found that the employer had dominated or interfered with the administration of the Independent, and discouraged membership in the Amalgmated, thereby violating § 8 (1) and (2) of the Act. In our opinion the evidence,

taken most favorably to the Board, does not furnish substantial support for the Board's findings.

It is true that in National Labor Relations Board v. Newport News, etc., decided December 4, 1939, the Supreme Court of the United States held that where an organization has existed for ten years with a joint control vested in management and men, the effects of the long practice cannot be eliminated and the employees rendered entirely free to act upon their own initiative without the complete disestablishment of the plan, and that their purpose so to do may be obstructed by the existence and recognition by the management of an old plan or organization, the original structure or operation of which was not in accordance with the provisions of the law. It also held that § 10 (c) of the Act was not intended to give the Board power of punishment or retribution for past wrongs or errors, and that the men were free to adopt any form of organization and representation, whether purely local or connected with a national body.

In our case, one Lackhouse, an active organizer of the Amalgamated, testified that Berry, General Manager of the company, never said anything hostile to the Amalgamated, and the undisputed evidence discloses that the Employees Board was completely dissolved and abandoned prior to the recognition of the Independent; that the company had no voice in the formation and exercised no control in the administration of the Independent; that it gave no financial aid or assistance; and that there was no evidence that the Employees Board was used as an instrument of domination or that the company imposed its will upon its employees.

We believe the language of the court in National Labor Relations Board v. Swank Products, Inc., 108 F. (2) 872, 874, speaking through Judge Biddle, is pertinent and applicable here: "The evidence in this case shows, we think, a genuine, if rare, attempt on the part of the employees to form their own intramural union, to prevent what they considered might be a less advantageous external organization * * *." Cf. National Labor Relations Board v. Brown Paper Mills Company, 108 F. (2) 867, Fifth Circuit, and L. Greif & Bro. v. National Labor Relations Board, 108 F. (2) 551.

We are unable to find any evidence from which it could be inferred that these employees did not, with complete independence and freedom from domination, interference, or support of the company, form their own union.

The Board contends that the discharge of Salmons was discriminatory, while on the other hand the company argues that his discharge was due to his activity on behalf of the Amalgamated during working hours. The Trial Examiner found that in view of Salmons' frank admissions that he had been engaged in union activities on company time, the discharge was not discriminatory. We believe that his finding in this regard should have been sustained by the Board. To find that Salmons' discharge was discriminatory, the Board must have refused to consider the testimony of Edward L. Berry, William A.

Conroy, and Joseph Fross that Salmons was discharged for his activity on behalf of the Amalgamated on company time, as well as the admission of Salmons that he had, prior to his discharge, been engaged in union activities on company time.

The point is made that the fact that Foreman Siskauskis attended, without participating, the first meeting of the Independent, that foreman Olson had explained to an employee the advantages of an inside union over an outside union, that one Nyberg had another employee to help organize for Independent, and that foreman McKinney had instructed an employee to solicit for Independent, is evidence of unfair labor practices. It is undisputed that Fred B. Skeats was the only person in the foundry who had the power to hire and discharge. Neither of the men involved had that power.

The mere attendance by a foreman at the meeting is not evidence of interference, and the expression by men of a dislike to organized labor does not indicate that they must be acting for the management. National Labor Relations Board v. Swank Products, Inc., supra. We cannot believe that what they did, under all the circumstances in this case, can be charged to the company. Ballston-Stillwater Knitting Co. v. National Labor Relations Board, 98 F. (2) 758, 762; Cupples Co., etc. v. National Labor Relations Board, 106 F. (2) 100, 115.

The Board found that the company had discriminated in regard to the employment of Peter Solinko and the hiring of Frank Solinko. We are unable to give approval to this finding. The evidence does not reasonably support it. The record discloses that Peter had made several requests of Staskey, the company's employment manager, to employ his son Frank and that he was told, at the time of the requests, that the company had no jobs, but that the son might file an application. Later, Frank was hired on April 28, 1937. Peter testified that before Frank was hired, Staskey inquired regarding the strength of the Amalgamated, and then directed Peter to see one Kowatch, and employee; that immediately after this conversation he (Peter) returned to his machine and shortly thereafter Kowatch approached Peter and inquired if Peter desired to join the Independent. Both Staskey and Kowatch denied this conversation, and Frank Solinko testified that Staskey had, about two months prior to April 28, asked his father "how strong the Amalgamated was" and that after this remark Frank filled out an application, but that Staskey had not on April 28, talked to him about unions.

Peter was laid off on January 5, 1938 because of a lack of orders. Frank was not laid off and was at the time of the hearing still in the employ of the company. They were both members of the Amalgamated and the Independent. Even if the testimony of Peter was true, it is to be noted that the conversation that he relates occurred two months prior to the day Frank was hired. Moreover, if it is claimed that it took place on the day Frank was hired, then it was after the Independent had been recognized by the company as the

bargaining agent of the employees. No inference unfavorable to the company can be reasonably drawn form these facts. We conclude that the finding of the Board in this regard is contrary to the evidence.

On the question of espionage the record discloses that the company had been a member of the National Metal Trades Association, and that from 1915 until October 1936 one James Cousland, a lathe operator, employed by the company, made monthly reports to the National Metal Trades Association, copies of which were sent to the company. In January 1937 Cousland joined the Amalgamated, resigning in May after it had become known that he was in the employ of the Trades Association. He became a member of the Independent in June or July of 1937. Cousland testified that his reports dealt with matters of safety, sanitation, production, and with dissatisfaction voiced by employees relative to piece work rates. These reports made by Cousland were copied by the Trades Association, the copies sent to the company, and the originals destroyed. The company destroyed the copies as soon as they were read. We think that the facts and circumstances in evidence, particularly the secrecy veiling Cousland's reports, the circuitous routing and the immediate destroying of the reports, furnish substantial basis for the finding that the company has thereby engaged in unfair labor practices.

We now discuss that part of the order requiring the company to make whole to Joseph E. Novak, John Kalamarie, Mike Karbol, and Nick Cumorich any loss of pay they may have suffered by reason of their discharge; and to offer Kalamarie, Karbol, and Cumorich full reinstatement to their former positions, without prejudice to their seniority and other rights.

Novak had been employed for eleven years. He was accused of engaging in union activity on company time. He denied the accusation. There was no competent evidence tending to prove the accusation. He was discharged on September 21, 1937 and rehired in January 1938. Under the circumstances, we are of the opinion that the order of the Board, that Novak be made whole for any loss of pay, should be enforced.

Mike Karbol entered the employ of the company in 1925 and remained until 1932, when he was laid off for lack of work. He was rehired in March of 1937 and discharged on May 19, 1937. There was no evidence that he was an active member or that the employer ever knew that he was a member of the Amalgamated.

Nick Cumorich entered the employ of the company in December 1936 as a laborer in the foundry, and was discharged on May 19, 1937. He became a member of the Amalgamated in April of 1937. Here too there was no evidence that Cumorich was active in the Amalgamated, that he wore an Amalgamated button, or that the employer had any knowledge that he was a member of the Amalgamated. Both Karbol and Cumorich testified that an employee had asked them to join the Independent.

The Board found that Karbol and Cumorich were discharged because they had joined the Amalgamated. The company contends that these employees were discharged for inefficiency. There was evidence to the effect that the costs in the department in which they were employed were rising; that an examination of the time cards, when compared with other men and rechecked by a chart used in other foundries, showed that Karbol exceeded the time allowed for the work by 37% and Cumorich by 47%.

The National Labor Relations Act does not interfere with the normal right of the employer to discharge his employees. National Labor Relations Board v. Jones & Laughlin Steel Corp., 301 U. S. 1, 45, 46; National Labor Relations Board v. Thompson Products, 97 F. (2), 13, 17. We conclude that the findings of the Board as to the discriminatory discharges of Karbol and Cumorich are not sustained by substantial evidence.

John Kalamarie was hired on November 11, 1935 as a laborer, and in 1936 he was promoted to the job of a burner in the steel cleaning or chipping room, cutting off metallic imperfections, occasionally cutting scrap metal to facilitate remelting. In August 1937 he became an arc welder, and was engaged in that work at the time he was laid off on November 30, 1937. In March 1937 he joined and became an active member of the Amalgamated, was a member of a grievance committee, and attended a conference between the committee and General Manager Berry on November 18, 1937.

The Board found that Kalamarie was discharged because of his union membership and activities. At the hearing before the Trial Examiner the company contended that Kalamarie's lay-off was due to a business slump. It was undisputed that in October 1937 the company's business was reduced sharply. Of 283 employees in the foundry, 100 were laid off during a period of five months beginning in November. The output of the foundry dropped from 794 tons in March to 448 tons in November 1937, and the company was forced to reduce the number of its employees. But the Board now contends that Kalamarie should have been transferred to his old job as a burner, since he had a longer "plant seniority" than one Thiele, a burner who was not laid off until January 5, 1938.

The company employed four welders. One C. Novak and Kalamarie were arc welders, and the other two were combination welders, qualified to work either at arc or gas welding. Novak, having less seniority, was laid off November 29, 1937. Deskus, a combination welder, was retained. There was need for two gas welders until January 5, 1938 when he too was laid off.

To accede to the Board's contention would oblige the company to transfer employees from occupations they held at the time of a lay-off to jobs they formerly held. It was the company's policy to recognize seniority "within the occupation." To approve the finding that the company had discriminated against Kalamarie because it did not procure for him a job in another occupation, it seems to

us, would be to hold that the Board has managerial authority of the employer's business. The Board has no such power. National Labor Relations Board v. Union Pacific Stage, Inc., 99 F. (2) 153, 177.

There appears to be no controversy regarding that part of the order requiring the company to include Paul Bozurich, Harry Johnson, and Stanley Balcauskis in the seniority list by classification, and refrain from discriminating against them when, in accordance with its usual seniority rules, employment becomes available; as neither party discusses it, we assume therefore that the company acquiesces in its enforcement.

It follows from what we have said that the order of the Board will be modified in accordance with this opinion, and as thus modified and construed, the order of the Board is enforced.

TREANOR, Circuit Judge (concurring in part and dissenting in part). I agree with the majority's holding respecting the Board's finding of discrimination against Joseph E. Novak and John Kalamarie, and with the conclusion that there was substantial evidence to support the Board's finding that petitioner engaged in industrial espionage in violation of Section 8 (1) of the National Labor Relations Act.

But I am of the opinion, also, that there was substantial evidence to support the Board's finding that the petitioner, Link Belt Company, interfered with and supported the Independent in violation of Section 8 (1) (2) of the National Labor Relations Act, and to support the findings relating to employees Salmons, Peter and Frank Solinko, and Karbol, and Cumorich.

Since the circumstances attending the discharge of Salmons and Novak bear on the attitude of petitioner toward union activities I shall refer to both, although the majority upholds the finding of the Board respecting Novak's discharge. Salmons had been active in the old employees' representative plan, but in September, 1936, was endeavoring to secure members for the Union. His activities became known to the plant manager and on September 21 Salmons and Novak were separately discharged. Salmons testified that the manager accused him of "spreading Union propaganda"; and that in response to Salmons' remark that there was "talk of it" the manager replied that he did not want to argue with Salmons and told him that he would give him "half an hour to get out of the plant." Novak testified that the manager stated that he understood that Novak was "an organizer and instigator for a Union." Novak denied to the manager that he was an organizer or an instigator and was told by the manager that he would give him "half an hour to get out." According to Novak's testimony the manager also stated that he didn't want Novak around if he was "organizing or instigating a Union."

The trial examiner found that the discharge of Salmons was not discriminatory, and if the question before this court were whether,

as between the trial examiner and the Labor Relations Board, there was sufficient evidence to sustain the trial examiner's finding, I should have no difficulty in saying that there was. But under the National Labor Relations Act we do not review the findings of the examiner but the findings of the Board. In view of the conflicting evidence and the necessity of appraising credibility and probative force of testimony it is obvious that the Board reasonably could have found that the discharge was not discriminatory, if it had resolved certain of the conflicts in favor of petitioner and had given less credence than it obviously did to the testimony of some of the witnesses. I do not think it follows, as stated in the majority opinion, that "to find that Salmons' discharge was discriminatory, the Board must have refused to consider the testimony of Edward L. Berry, William A. Conroy, and Joseph Fross that Salmons was discharged for his activity on behalf of the Amalgamated on company time, as well as the admission of Salmons that he had, prior to his discharge, been engaged in union activities on company time." The admission of Salmons that he had been engaged in union activities on company time must be considered in connection with evidence which clearly established that supporters both of the Union and of the Independent engaged in activities on company time. There is evidence that the supporters of the Amalgamated were much more active on company time than Salmons and other supporters of the Union; and there was testimony from which the Board reasonably could have inferred that such activities were known to petitioner. The testimony of Novak and Salmons in respect to their conversations with the manager of respondent at the time of their discharges clearly is susceptible of the inference that they were being discharged because of their activities on behalf of the Union. Consequently, instead of our concluding that the Board refused to consider the testimony of the named persons, we must assume that the Board gave more credence to the testimony of Salmons and Novak, doubtless considering in connection therewith circumstances that indicated definite and strong opposition of the management to the Union. Since we are bound to resolve all conflicts in testimony in favor of the finding of the Board and to accept as true all testimony tending to support it and to disregard all adverse testimony, I find myself unable to say that the finding of the Board in respect to the discharges of Salmons and Novak was not supported by substantial evidence.

In respect to the finding that respondent had discriminated in the employment of Peter Solinko and the hiring of Frank Solinko the record reveals clear cut conflicts of testimony. Resolving the conflicts in favor of the finding of the Board I think there is substantial evidence to support the finding. The Board did not order any affirmative relief in respect to the discrimination in favor of the Solinkos but considered this as constituting encouragement of mere-

bership in the Independent and discouraging membership in the Union, and therefore treated the finding as supporting the cease and desist order.

The testimony respecting the discharges of Karbol and Cumorich presents sharp conflicts of evidence; and the determination of the cause of discharge requires evaluation of certain evidence bearing on the efficiency of these men. There is testimony in the record that the day foreman, McKinney, solicited the employees of the night shift for membership in the Independent, Karbol and Cumorich being members of the night shift. They refused to join and later became members of the Union in the latter part of April 1937. On May 19, 1937, both men were discharged by the night boss, Belov, upon orders from foreman McKinney. Both Karbol and Cumorich testified that Belov, at the time of their discharge, stated that they were good workmen and that he did not know the reason for their discharge. The discharged men also testified that no one ever had warned them in respect to their work or criticized their work prior to their discharge. McKinney testified that he had repeatedly warned both men that their work was unsatisfactory and also testified that he had instructed one Peters to check the labor cards of Karbol and Cumorich and that these studies confirmed his judgment as to their inefficiency. Peters testified that he thought he made the check sometime in May 1937. The Board points out certain qualifying defects in the studies which lessen their value.

The specific question for us is whether there was substantial evidence to support the finding of the Board that the men were discharged because of their union activities. Disregarding the evidence of inefficiency, it is clear that there was substantial evidence from which the Board could conclude that the men were discharged because of their union activities. The inconclusive character of the evidence of inefficiency left the Board some margin of discretion.

In National Labor Relations Board v. Waterman Steamship Corp. (Feb. 12, 1940) the Supreme Court pointed out that in setting up the National Labor Relations Board Congress "left questions of law which arise before the Board—but not more—ultimately to the traditional review of the judiciary;" and that, in respect to administrative agencies, "not by accident, but in line with a general policy, Congress has deemed it wise to entrust the finding of facts to these specialized agencies." The Supreme Court also pointed out that "The Court of Appeals' failure to enforce the Board's order resulted from the substitution of its judgment on disputed facts for the Board's judgment," and added that "power to do that has been denied the courts by Congress." It is equally true that a Court of Appeals cannot substitute its judgment as to weight and credibility of testimony for that of the Board; and a Circuit Court of Appeals must give effect to all reasonable inferences in favor of the Board's findings of fact and disregard all evidence contrary thereto. This is not a new or startling doctrine. Many persons are serving terms in prison, and many

have suffered the death penalty as a result of jury verdicts which rested upon evidence which involved irreconcilable conflicts of testimony and very serious questions of credibility and weight of evidence. In many such cases the issue of guilt or innocence has turned upon the jury's appraisal of conflicting testimony, of circumstantial evidence, and of the weight and credibility of testimony. When an appeal is taken from the judgment of a trial court, a finding of fact, whether by the jury or the trial court, cannot be disturbed by the reviewing court if there is substantial evidence to support it. No doubt our confidence in the training and experience of the trial judge eases any apprehension that we may feel by reason of our inability to appreciate clearly the considerations which have moved the jury or the trial judge in resolving conflicts of evidence against a losing party, or in attributing higher credibility and greater weight to the testimony of some witnesses than to others. And, no doubt, the rule of law which requires us to accept findings of triers of fact in judicial proceedings is justified, in part at least, by the assumption that the soundness of the findings is guaranteed by the competency of the trial judge. But, as pointed out in National Labor Relations Board v. Waterman, supra, it was the intention of Congress, by the creation of the National Labor Relations Board, "to apply an orderly, informed and specialized procedure to the complex, administrative problems arising in the solution of industrial disputes;" and in its opinion the Court stated that "not by accident, but in line with a general policy, Congress has deemed it wise to entrust the finding of facts to these specialized agencies." Whether the assumed specialized and expert knowledge and experience of the personnel of an administrative agency afford sufficient guarantee of the dependability of the agency's fact finding is a question of policy for Congress to settle, and this Court can exercise only such jurisdiction in respect to the fact finding function as Congress chooses to confer upon it. If there is no substantial evidence, that is, no evidence of a "rational probative force," to support a particular finding of fact, then such a finding is arbitrary and, as a matter of law, cannot be accepted as the basis of any legal consequences. And under the decisions of the Supreme Court of the United States this is the only question related to fact finding over which a Circuit Court of Appeals has any jurisdiction under the National Labor Relations Act.

I am of the opinion that there was substantial evidence to support a finding by the Board that the petitioner-employer engaged in unfair labor practices in violation of Section 8 (1) (2) by interfering with the formation of the Independent. But I find no substantial evidence to show that such activities decisively influenced the formation of the Independent or continued to influence its administration after its organization. Consequently, I believe that the order requiring petitioner to withdraw all recognition from the Independent and to refuse to recognize it as the bargaining agent of the employees should not be enforced.

The Independent was organized in April 1937, and the Board issued a complaint and notice of hearing on March 3, 1938. The hearing was held from March 4 to March 23, 1938, and on May 9, 1938, the Trial Examiner filed his intermediate report. On May 12, 1939, the Board rendered its decision, which was approximately two years after the organization of the Independent and after the acts and occurrences upon which the proceedings were based. All the evidence respecting the administration of the affairs of the Independent during the two years prior to the hearing before the Board reasonably precludes any inference of fact that it was not a bona fide labor union in the strictest sense. It is true that it was not affiliated with a national labor organization but that is immaterial under the National Labor Relations Act.

At the time of the organization of the Independent there were between 950 and 1000 who were eligible for membership and approximately 760 had signed applications for membership in the Independent. The Independent was incorporated in 1937 under the laws of the State of Illinois, keeps minute books and account books, and the books and records, including its minutes and the records of income and disbursements were introduced in evidence and were regular in every respect. It maintains a checking account, collects dues, and over $3,000 had been collected by the Independent from its members in the form of fees and dues at the time of the hearing. It is unquestioned that all of the cost of administration of the Independent has been paid out of its own funds. It has rented and paid for the use of a hall and all meetings are held off company property. In the initial stages of organization it employed its attorney and has paid for his services out of its funds. It has carried on extensive collective bargaining with the company and I am unable to find anything in the form or in the character of the bargaining transactions which can be said reasonably to justify an inference that in its bargaining activities the Independent is in any sense controlled in its freedom of action by the company.

The Board states as one of its findings the following:

"We find that the respondent has dominated and interfered with the formation and administration of the Independent, and has contributed support to it; that it thereby has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act." And under the heading "The Remedy" is the following recital:

"We have found that the respondent has dominated and interfered with the formation and administration of the Independent and has contributed support to it. The respondent's acts render the Independent incapable of serving the respondent's employees as a genuine bargaining representative and render its continued recognition by the respondent an obstacle to collective bargaining through freely chosen representatives. We shall, accordingly, order the respondent to withdraw all recognition from the Independent, and to disestab-

lish it as a representative of the employees of the 39th Street plant for the purposes of collective bargaining."

It appears from the foregoing recitals from the decision of the Labor Board that the Board did not make an explicit finding that the petitioner was continuing to dominate and interfere with the administration of the Independent at the time of the hearing. In National Labor Relations Board v. Newport News (December 4, 1939) the opinion of the Supreme Court discloses that the order of disestablishment was based upon the finding that the employer "was still dominating and interfering with the Committee, contrary to Sec. 8 (1) of the Act." The Supreme Court stated that on the record it could not say that it was error for the Board to hold "that, where an organization has existed for ten years and has functioned in the way that the Committee has functioned, with a joint control vested in management and men, the effects of the long practice cannot be eliminated and the employes rendered entirely free to act upon their own initiative without the complete disestablishment of the plan." But in the instant case there is no such factual situation. The evidence of domination or interference at the inception of the organization of the Independent indicates, at the most, a relatively unimportant influence in view of the obvious enthusiasm of an overwhelming majority of the employees for the organization of the Independent. Furthermore, in contrast to the situation in the Newport News case and in Labor Board v. Greyhound Lines (303 U. S. 261) there is no substantial evidence to support an inference of continued interference for any appreciable time subsequent to the organization of the Independent. In the Greyhound Lines case the Supreme Court stated that "we may assume that there are situations in which the Board would not be warranted in concluding that there was any occasion for withdrawal of employer recognition of an existing union before an election by employees under Section 9 (c), even though it had ordered the employer to cease unfair labor practices." But the court added that in the case before it the employers, by unfair labor practices, had "succeeded in establishing a company union so organized that it * * * (was) incapable of functioning as a bargaining representative of the employees."

Under the decisions the National Labor Relations Board may predicate a cease and desist order upon a finding that an employer has committed unfair labor practices, despite a showing that the objectionable practices have ceased prior to the hearing. But an order to withdraw recognition of an existing bargaining agency and to disestablish it as the representative of employees as their bargaining agent affords affirmative relief from an existing condition or situation. Such an order effectuates the policy of the act by ending what purports to be a collective bargaining arrangement but which in fact, "is incapable of functioning as a bargaining representative of the employees," (Greyhound Lines case, supra) or, at least, is an obstacle to collective bargaining through freely chosen representatives. And

it follows from the nature and function of an order of disestablishment of a bargaining agent that the policy of the Act will not be effectuated by such an order if the agency disestablished thereby is actually the free choice of a majority of the members of the bargaining unit and is genuinely free to represent the interests of the employees in their relation to the employer. Under such circumstances an order of disestablishment would frustrate, not effectuate, the policy of the act.

Since I believe there was no substantial evidence to support the Board's conclusion that petitioner's acts either rendered the Independent incapable of serving petitioner's employees as a genuine bargaining representative, or rendered its continued recognition by petitioner an obstacle to collective bargaining through freely chosen representatives, I conclude that the disestablishment portion of the Board's order was invalid.

A true Copy:
Teste:

Clerk of the United States Circuit Court of Appeals for the Seventh Circuit

And on the same day, to wit: On the second day of March 1940 the following further proceedings were had and entered of record to wit:

Saturday, March 2, 1940

Court met pursuant to adjournment

Before Hon. J. Earl Major, Circuit Judge, Hon. Walter E Treanor, Circuit Judge, Hon. Otto Kerner, Circuit Judge.

6974

Link-Belt Company, petitioner

vs.

National Labor Relations Board, respondent

7102

Independent Union of Craftsmen, petitioner

vs.

National Labor Relations Board, respondent

Petitions for Review and Set Aside, and on Request for Enforcement of an Order of the National Labor Relations Board.

It is now here ordered by the Court that the Order of the National Labor Relations Board, entered in this cause on May 12, 1939, b

modified in accordance with the Opinion of this Court, and as thus modified and construed, that the said Order of the National Labor Relations Board be enforced.

And afterwards, to wit: On the thirteenth day of April 1940, the following further proceedings were had and entered of record, to wit:

Saturday, April 13, 1940

Court met pursuant to adjournment

Before Hon. J. Earl Major, Circuit Judge, Hon. Walter E. Treanor, Circuit Judge, Hon. Otto Kerner, Circuit Judge.

6974

Link-Belt Company, petitioner

vs.

National Labor Relations Board, respondent

7102

Independent Union of Craftsmen, petitioner

vs.

National Labor Relations Board, respondent

Petitions for Review and Set Aside, and on Request for Enforcement of an Order of the National Labor Relations Board.

The National Labor Relations Board having issued an Order against Link-Belt Company, a corporation, on May 12, 1939; and Link-Belt Company and the Independent Union of Craftsmen having separately petitioned this Court to review and set aside said Order; and the National Labor Relations Board having answered said Petitions and requested the enforcement of said Orders; and counsel for the parties having been duly heard; and this Court having considered the matter and having on March 2, 1940, issued its decision directing that the aforesaid Order of the Board be modified and enforced as modified;

It is hereby ordered, adjudged, and decreed that Link-Belt Company and its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Lodge 1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America, or any other labor organization of its employees, by discharging or refusing to reinstate any of its employees or in any other manner discriminating in regard to their hire and tenure of employment or any terms or conditions of their employment;

(b) Either directly or indirectly, engaging in any manner of espionage or surveillance, or engaging the service of any agency or

individuals for the purposes of espionage or surveillance, upon its employees or upon any labor organization of its employees;

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to selforganization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid and protection, as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act.

(a) Make whole Joseph E. Novak for any loss of pay he may have suffered by reason of the Link-Belt Company's discrimination in regard to his hire and tenure of employment, by payment to him of a sum of money equal to that which he normally would have earned as wages from the date of his discharge to the date of his reinstatement, less his net earnings, other than earnings as a musician, during said period; deducting, however, from the amount otherwise due to him, monies received by him during said period for work performed upon Federal, State, County, Municipal, or other work-relief projects; and pay over the amount so deducted to the appropriate fiscal agency of the Federal, State, County, Municipal, or other government or governments which supplied the funds for said work-relief projects;

(b) Include Paul Bozurich, Harry Johnson, and Stanley Balcauski in the seniority list by classification which it maintains for all employees who were non-discriminatorily laid off, and refrain from discriminating against Paul Bozurich, Harry Johnson and Stanley Balcauski, when in accordance with its usual seniority rules, employment becomes available for any or all of them;

(c) Post immediately notices in conspicuous places throughout the 39th Street plant, stating: (1) that the Link-Belt Company will cease and desist as provided in paragraphs 1 (a), (b) and (c) of this Decree; (2) that the Link-Belt Company will take the affirmative action provided for in paragraphs 2 (a) and (b) of this Decree;

(d) Maintain such notices for a period of at least sixty (60) consecutive days from the date of posting;

(e) Notify the Regional Director for the Thirteenth Region, in writing, within ten (10) days from the date of this Decree what steps the Link-Belt Company has taken to comply herewith.

United States Circuit Court of Appeals for the Seventh Circuit

I, Kenneth J. Carrick, Acting Clerk of the United States Circuit Court of Appeals for the Seventh Circuit, do hereby certify that the foregoing typewritten pages, numbered from 1 to 25, inclusive, contain a true copy of the opinion filed March 2, 1940, the Order entered on the Opinion, March 2, 1940, and the Decree entered on April 13, 1940, in the following entitled causes: 6974. Link-

Belt Company, Petitioner vs. National Labor Relations Board, Respondent. 7102. Independent Union of Craftsmen, Petitioner vs. National Labor Relations Board, Respondent, October Term, 1939, as the same remains upon the files and records of the United States Circuit Court of Appeals for the Seventh Circuit.

In testimony whereof I hereunto subscribe my name and affix the seal of said United States Circuit Court of Appeals for the Seventh Circuit, at the City of Chicago, this 7th day of May A. D. 1940.

[SEAL] KENNETH J. CARRICK,
Acting Clerk of the United States Circuit Court of Appeals for the Seventh Circuit.

U. S. GOVERNMENT PRINTING OFFICE: 1940

Blank Page

Supreme Court of the United States

No. 235, October Term, 1940

Order allowing certiorari

Filed October 14, 1940

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Seventh Circuit is granted, and the case is assigned for argument immediately following No. 73.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

Mr. Justice Roberts took no part in the consideration and decision of this application.

Supreme Court of the United States

No. 236, October Term, 1940

Order allowing certiorari

Filed October 14, 1940

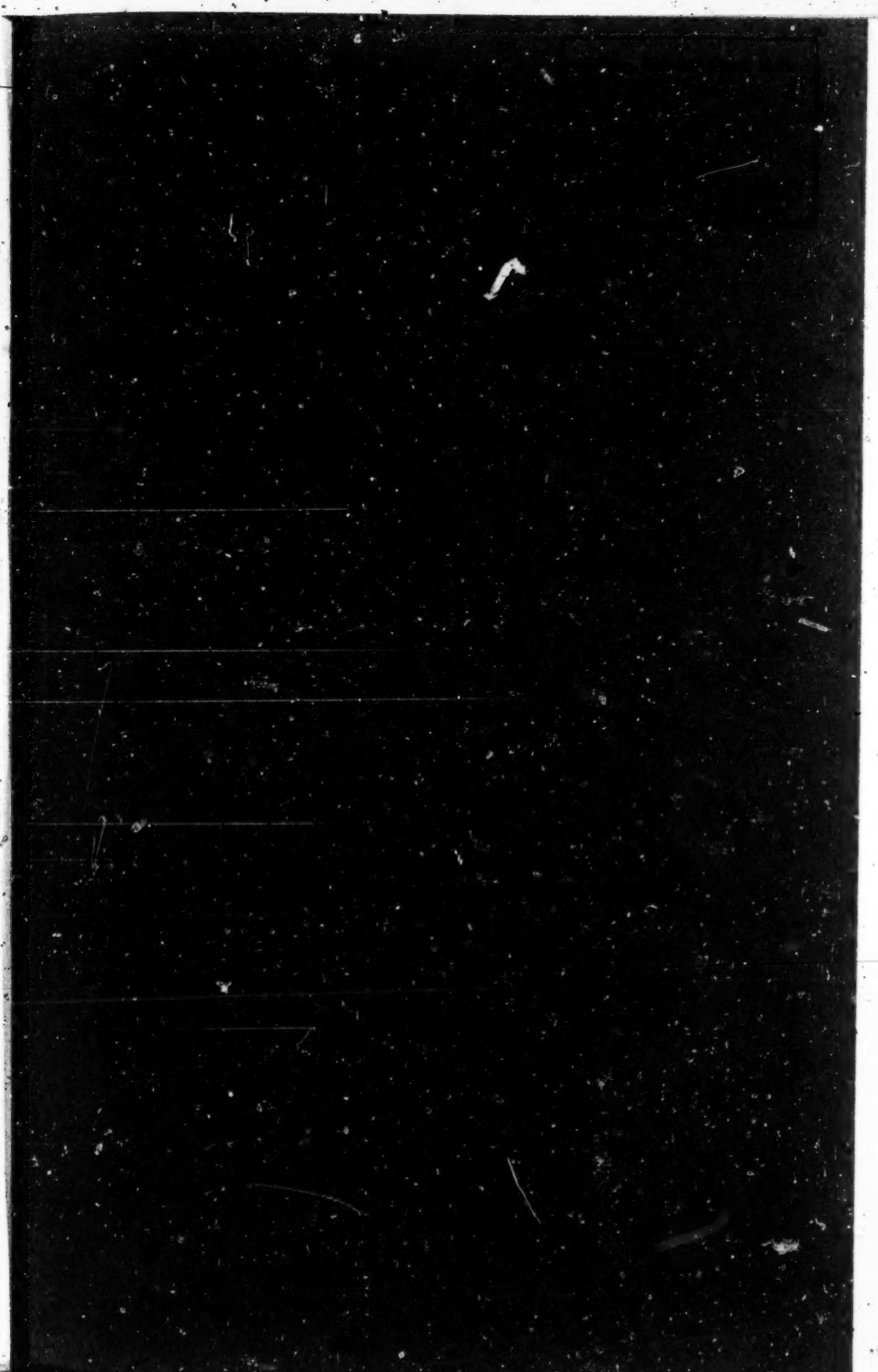
The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Seventh Circuit is granted, and the case is assigned for argument immediately following No. 235.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

Mr. Justice Roberts took no part in the consideration and decision of this application.

U. S. GOVERNMENT PRINTING OFFICE: 1940

Blank Page



Blank Page

INDEX

	Page
Opinions below	2
Jurisdiction	2
Questions presented	2
Statute involved	3
Statement	3
Specification of errors to be urged	7
Reasons for granting the writ	8
Appendix	32

CITATIONS

Cases:

C. G. Conn v. *National Labor Relations Board*, 108 F. (2d) 390	10
Consumers Power Co. v. *National Labor Relations Board*, decided June 27, 1940	23
Continental Oil Co. v. *National Labor Relations Board*, decided June 13, 1940	27
Cudahy Packing Co. v. *National Labor Relations Board*, 102 F. (2d) 745, certiorari denied, 308 U. S. 565	30
Fansteel Metallurgical Corp. v. *National Labor Relations Board*, 98 F. (2d) 375, modified and affirmed as modified, 306 U. S. 240	10
Fort Wayne Corrugated Paper Co. v. *National Labor Relations Board*, decided March 28, 1940	10
H. J. Heinz Co. v. *National Labor Relations Board*, 110 F. (2d) 843, certiorari granted, No. 73, 1940 Term	23, 29
Inland Steel Co. v. *National Labor Relations Board*, 109 F. (2d) 9	10
International Association of Machinists, etc. v. *National Labor Relations Board*, 110 F. (2d) 29, certiorari granted, No. 16, 1940 Term	27, 28, 29
Jefferson Electric Co. v. *National Labor Relations Board*, 102 F. (2d) 949	10
Kansas City Power & Light Co. v. *National Labor Relations Board*, 111 F. (2d) 340	25, 26, 27
Link Belt Co. v. *National Labor Relations Board*, 110 F. (2d) 506	10
Montgomery Ward & Co. v. *National Labor Relations Board*, 107 F. (2d) 555	10

244128—40——1

Cases—Continued. Page

National Labor Relations Board v. *American Manufacturing Co.*, 106 F. (2d) 61, modified and affirmed, No. 664, 1939 Term, decided March 11, 1940 27
National Labor Relations Board v. *A. S. Abell Co.*, 97 F. (2d) 951 29
National Labor Relations Board v. *Boss Mfg. Co.*, 107 F. (2d) 574 10
National Labor Relations Board v. *Bradford Dyeing Ass'n*, No. 588, 1939 Term, decided May 20, 1940 8
National Labor Relations Board v. *Brown Paper Mill Co.*, 108 F. (2d) 867, certiorari denied, No. 1008, 1939 Term 28
National Labor Relations Board v. *Columbian Enameling & Stamping Co.*, 96 F. (2d) 948, affirmed on other grounds, 306 U. S. 292 10
National Labor Relations Board v. *Falk Corp.*, 102 F. (2d) 383, 106 F. (2d) 454, Board order enforced, 308 U. S. 453 ..... 9, 10
National Labor Relations Board v. *Goshen Rubber & Mfg. Co.*, 110 F. (2d) 432 10
National Labor Relations Board v. *J. Greenebaum Tanning Co.*, 110 F. (2d) 984 ..... 10, 27
National Labor Relations Board v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1 4
National Labor Relations Board v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241 ..... 21, 22
National Labor Relations Board v. *Sunshine Mining Co.*, 110 F. (2d) 780 29
National Labor Relations Board v. *Swift & Co.*, 108 F. (2d) 988 10
National Labor Relations Board v. *Wallace Manufacturing Co.*, 105 F. (2d) 818 30
National Labor Relations Board v. *Waterman S. S. Co.*, 309 U. S. 206 8
Republic Steel Corp. v. *National Labor Relations Board*, 107 F. (2d) 472, certiorari granted, limited to another point, No. 14, 1940 Term 27
Ritzwoller, M. H., Co. v. *National Labor Relations Board*, decided May 8, 1940 10
Stewart Die Casting Corp. v. *National Labor Relations Board*, decided July 3, 1940 10
Swift & Co. v. *National Labor Relations Board*, 106 F. (2d) 87 ..... 23, 27, 29
System Federation No. 40, etc. v. *Virginian Ry. Co.*, 11 F. Supp. 621, affirmed, 84 F. (2d) 641, affirmed, 300 U. S. 515 28
Texas Co. v. *National Labor Relations Board*, decided June 19, 1940 27
Titan Metal Manufacturing Co. v. *National Labor Relations Board*, 106 F. (2d) 254, certiorari denied, 308 U. S. 615 30

Cases—Continued. Page

Union Drawn Steel Co. v. *National Labor Relations Board*, 109 F. (2d) 587 27

Virginia Ferry Corp. v. *National Labor Relations Board*, 101 F. (2d) 103 28

Westinghouse Electric & Manufacturing Co. v. *National Labor Relations Board*, decided June 10, 1940 ..... 25, 26

Statute:

National Labor Relations Act (Act of July 5, 1935, c. 372, 49 Stat. 499, 29 U. S. C., Supp. V., Sec. 151 *et seq.*):

Sec. 7 32

Sec. 8 ..... 20, 32

Sec. 10 ..... 8, 32

Miscellaneous:

H. Rept. No. 1147, 74th Cong., 1st Sess 28

Blank Page

In the Supreme Court of the United States

OCTOBER TERM, 1940

NOS. ——, ——

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

LINK-BELT COMPANY

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

INDEPENDENT UNION OF CRAFTSMEN

PETITION FOR WRITS OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT

The Solicitor General, on behalf of the National Labor Relations Board, prays that writs of certiorari issue to review the decree of the United States Circuit Court of Appeals for the Seventh Circuit entered on April 13, 1940 (R. 1581–1582), insofar as that decree set aside and refused enforcement of an order issued by the Board against the Link-Belt Company.[1]

[1] The decree (R. 1581–1582) was entered jointly in two distinct proceedings instituted under Section 10 (f) of the National Labor Relations Act for review of the Board's order. One of the proceedings was initiated by petition of the Link-Belt Company (R. 1–39), the other by petition of

OPINIONS BELOW

The opinion of the Circuit Court of Appeals (R. 1565–1574), and the opinion of Judge Treanor, dissenting in part (R. 1574–1580), are reported in 110 F. (2d) 506. The findings of fact, conclusions of law, and order of the Board (R. 1519–1556) are reported in 12 N. L. R. B. 854.

JURISDICTION

The decree of the Circuit Court of Appeals was entered April 13, 1940 (R. 1581–1582). The jurisdiction of this Court is invoked under Section 240 (a) of the Judicial Code, as amended by the Act of February 13, 1925, and under Section 10 (e) and (f) of the National Labor Relations Act.

QUESTIONS PRESENTED

The basic question presented is whether there is substantial evidence to support findings of the Board that the Link-Belt Company dominated, interfered with, and supported a labor organization of its employees, and that the company discriminated against certain of its employees in regard to hire and tenure of employment because of their union membership and activities.

Subsidiary questions encompassed in this inquiry are whether the Board might treat as evidence of

---

the Independent Union of Craftsmen (R. 45–54), a labor organization found by the Board to be company-dominated. In its answers to both petitions, the Board requested enforcement of its order against the company (R. 39–44, 54a–54d).

company domination and support of a labor organization (1) the fact that the organization in question replaced an admittedly company-dominated predecessor without a substantial break in time or identity, and (2) solicitation of members for the successor labor organization on company property during working hours by certain supervisory employees of the company, and by other employees with the acquiescence of their supervisors.

STATUTE INVOLVED

The pertinent provisions of the National Labor Relations Act (Act of July 5, 1935, c. 372, 49 Stat. 449, 29 U. S. C., Supp. V, Sec. 151 *et seq.*) are set forth in the Appendix, *infra*, pp. 32–33.

STATEMENT

After the usual procedural steps, i. e., charge (R. 91–92), complaint (R. 55–60), answer (R. 96–98), hearing before a trial examiner, intermediate report of the examiner (R. 1469–1488), exceptions thereto (R. 1489–1517), and oral argument before the Board (R. 1519), as to none of which is any question raised, the Board issued its findings of fact, conclusions of law, and order (R. 1519–1556). In outline, and omitting jurisdictional facts, the Board found:[2]

[2] The evidentiary findings and the evidence supporting them are discussed under Point I of the Reasons for Granting the Writ, *infra*, pp. 11–23.

For some time before the enactment of the National Labor Relations Act, and for more than two years thereafter, Link-Belt Company (hereafter called the company) maintained and dominated, as it now concedes, an employees' representation plan (hereafter called the Plan) (R. 1524–1525). Between September 1936 and April 1937, however, a large number of the company's employees joined the Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge 1604 (hereafter called the Amalgamated) (R. 1525). Upon learning on April 12, 1937, that this Court had sustained the constitutionality of the National Labor Relations Act,[1] four employees, two of whom were employee representatives under the Plan, initiated the Independent Union of Craftsmen (hereafter called the Independent), primarily because of their hostility toward the Amalgamated (R. 1526–1527). Membership petitions, hectographed on a company machine, were circulated during working hours by Plan representatives and other employees; a number of the company's foremen themselves took an active part in soliciting signatures, and over 700 employees were signed up during a period of three days (R. 1527, 1529–1533). On April 19, after the Independent's membership drive had been successfully concluded, the employee representatives under the Plan and the management representative

[1] *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, and companion cases.

dissolved the Plan (R. 1528). On the same day, the Independent requested recognition as the employees' exclusive bargaining representative, and two days later such recognition was granted by the company (R. 1527–1528). The Board concluded that the company had dominated and interfered with the formation and administration of the Independent and had contributed support to it (R. 1534–1535).

For 20 years the company engaged in industrial espionage through a labor spy supplied by the National Metal Trades Association, until, in March 1937, exposure of the spy by the United States Senate subcommittee on civil liberties ended his usefulness (R. 1535–1537).

In September 1936, the company discharged an employee, Salmons, because of his membership and activity in the Amalgamated, and another employee, Novak, because it mistakenly believed that he was active in the Amalgamated (R. 1525–1526, 1537–1540, 1550). In April 1937, the company required Peter Solinko, an employee, to join the Independent as a condition of employing his son, Frank Solinko (R. 1532–1533, 1550), and during the following month two employees, Karbel and Cumorich, were discharged because they refused to join the Independent and joined the Amalgamated (R. 1542–1544). Finally, the company discharged Kalamarie, in November 1937, because of his activity in the Amalgamated (R. 1547–1549).

Upon these findings, the Board ordered the company to cease and desist from the unfair labor practices found, to withdraw recognition from and disestablish the Independent, to make Novak whole for loss of pay suffered by him by reason of his discriminatory discharge, to offer Karbel, Cumorich, and Kalamarie reinstatement with back pay, and to post appropriate notices (R. 1553–1556).[4]

Thereafter the company and the Independent filed separate petitions in the court below to review and set aside the Board's order (R. 1–39, 45–54). The Board answered, requesting full enforcement of its order against the company (R. 39–44, 54a-54d).

The court sustained the Board's findings and order as to labor espionage and as to Novak, but set aside, as unsupported by substantial evidence, the findings as to the Independent, and as to Salmons, Karbel, Cumorich, Kalamarie, and the Solinkos (R. 1565–1574). Accordingly the court entered a decree (R. 1581–1582) on April 13, 1940, which failed to enforce paragraphs 1 (a) and 2 (a) of the Board's order (R. 1554), requiring the company to cease and desist from dominating or interfering with the Independent and to withdraw recognition from that organization as a collective

[4] No affirmative relief was ordered as to the Solinkos or as to Salmons. Salmons had theretofore been reinstated by the company under an agreement that he would not receive back pay (R. 1540, 1551–1552). Novak had also been reinstated (*ibid.*).

bargaining representative of the employees, and which likewise failed to enforce paragraph 2 (c) and (d) (R. 1555), directing the company to reinstate Karbel, Cumorich, and Kalamarie, with back pay. Judge Treanor dissented, except as to Kalamarie, from the refusal to enforce the reinstatement provisions of the order, and from the refusal to enforce the cease and desist order as to the Independent, although he did not think the interference and domination sufficient in degree or sufficiently long-continued to warrant disestablishment, the usual affirmative relief (R. 1574–1580).

SPECIFICATION OF ERRORS TO BE URGED

The Circuit Court of Appeals erred:

1. In holding that the following findings of the Board are not supported by substantial evidence:

(a) That the company dominated and interfered with the formation and administration of the Independent and contributed support to that organization.

(b) That the company discharged Salmons, Karbel, Cumorich, and Kalamarie because of their union membership and activity, and conditioned the employment of Frank Solinko upon Peter Solinko's joining the Independent.

2. In holding, in effect, that replacement of the company-dominated Plan by an inside successor, the Independent, without a substantial break in time or identity, was not evidence of company

interference with, and domination and support of, the Independent.

3. In holding that the company was not responsible for the activities of certain of its supervisory employees in soliciting members for the Independent on company property during working hours.

4. In refusing to enforce, and in setting aside paragraphs 1 (a), 2 (a), 2 (c), and 2 (d), and in modifying paragraph 2 (f) of the Board's order.

REASONS FOR GRANTING THE WRIT

I

While the testimony upon which the Board's findings of fact are based is in large part controverted, we submit that they are supported by evidence which is plainly "substantial" within any proper meaning of that term. Upon this state of the record, it was incumbent upon the court below to accord conclusive weight to the Board's findings and to enforce the provisions of the order based thereon if those provisions were otherwise proper under the Act. Section 10 (e) and (f) of the Act; *National Labor Relations Board* v. *Waterman S. S. Co.*, 309 U. S. 206; National Labor Relations Board v. *Bradford Dyeing Ass'n*, No. 588, last Term, decided May 20, 1940. Manifestly, it is in a case involving sharply conflicting evidence, rather than in one where the proof is uncontroverted and permits of but one conclusion, that the principle of these decisions is of critical significance in the adminis-

tration of the Act. Yet the court below apparently considered the presence of conflicting evidence as warrant for substituting its views upon the credibility of witnesses and the weight of the evidence for those of the Board.

The court's opinion gives an impression of adherence to the established principles of judicial review under the Act. This impression, however, results only because the court, in its discussion of the evidence, repeatedly omits mention of the pertinent findings of the Board and of the evidence supporting them; instead the court picks out and emphasizes evidence contrary to that which persuaded the Board and recites, as though they were either undisputed facts or unchallenged findings of the Board, what are in truth the court's own findings made upon conflicting evidence.

In sum, we submit, the Seventh Circuit in this case has permitted itself a latitude of review greatly in excess of that sanctioned by the Act and the decisions of this Court.[5] Moreover, the court in effect

[5] The Government believes that this tendency has been manifested recurrently by the Seventh Circuit in Labor Board cases. While considerations of space prevent separate discussion of each case here, we think that examination of the cases discloses that the Seventh Circuit has in two major ways frequently impinged upon the jurisdiction conferred upon the Board by the Act: First, it has (in this case among others), assumed for itself fact-finding powers rather than limited itself to inquiry whether the findings of the Board are supported by substantial evidence. Second, it has tended (as this Court held it did in *National Labor Relations Board* v. *Falk Corp.*, 308 U. S. 453) to substitute its

overruled the Board's conclusion that replacement of the company-dominated Plan by an inside suc-

---

own judgment for that of the Board as to the appropriate remedy. This conclusion is supported, we think, at least *prima facie*, by the fact that the court below has not granted full enforcement of a Board order in any of the fifteen cases which have thus far come before it. In five cases the orders were entirely set aside. *National Labor Relations Board* v. *Columbian Enameling & Stamping Co.*, 96 F. (2d) 948, affirmed on other grounds, 306 U. S. 292; *Fansteel Metallurgical Corp.* v. *National Labor Relations Board*, 98 F. (2d) 375, modified and affirmed as modified, 306 U. S. 240; *Jefferson Electric Co.* v. *National Labor Relations Board*, 102 F. (2d) 949; *C. G. Conn* v. *National Labor Relations Board*, 108 F. (2d) 390; *Inland Steel Co.* v. *National Labor Relations Board*, 109 F. (2d) 9. In the remaining ten cases the court modified the Board's order. *National Labor Relations Board* v. *Falk Corp.*, 102 F. (2d) 383, 106 F. (2d) 454, Board order enforced, 308 U. S. 453; *National Labor Relations Board* v. *Boss Mfg. Co.*, 107 F. (2d) 574; *Montgomery Ward & Co.* v. *National Labor Relations Board*, 107 F. (2d) 555; *National Labor Relations Board* v. *Goshen Rubber & Mfg. Co.*, 110 F. (2d) 432; *National Labor Relations Board* v. *Swift & Co.*, 108 F. (2d) 988; *Link-Belt Co.* v. *National Labor Relations Board*, 110 F. (2d) 506; *National Labor Relations Board* v. *J. Greenebaum Tanning Co.*, 110 F. (2d) 984; *Fort Wayne Corrugated Paper Co.* v. *National Labor Relations Board*, decided March 28, 1940; *M. H. Ritzwoller Co.* v. *National Labor Relations Board*, decided May 8, 1940; *Stewart Die Casting Corp.* v. *National Labor Relations Board*, decided July 3, 1940. In marked contrast, in all cases decided by this Court and by the federal circuit courts of appeals other than the court below (excluding consent-decree cases and action taken by the circuit courts in cases where certiorari was granted by this court), orders of the Board have, as of June 25, 1940, been enforced in full in 59 cases, enforced as modified, frequently in minor respects, in 36 cases, and set aside entirely in 18 cases.

cessor, the Independent, without a substantial break in time or identity, was evidence of company interference with, and domination and support of, the Independent. And the court specifically held that the company was not responsible for the activities of certain of its supervisory employees in soliciting members for the Independent, because they did not have authority to hire and discharge. In both of these last two particulars the decision below is contrary to a number of decisions in other circuits (*infra*, pp. 25–30).

The following review of the Board's findings, of the supporting evidence, and of the court's discussion of the evidence, concerning company domination and support of the Independent, will, we believe, demonstrate that the representations made above are well-grounded.[6]

1. The Board based its ultimate findings that the company dominated and interfered with the formation and administration of the Independent and afforded support to that organization upon the

[6] In connection with the discussion of the company's relations with the Independent, we shall also consider the findings and evidence that Salmons was discriminatorily discharged, and that Frank Solinko was hired upon condition that his father join the Independent. For the sake of brevity, we do not discuss the evidence supporting the Board's findings that Karbel, Cumorich, and Kalamarie were discriminatorily discharged. But we have assigned as error the court's holding that those findings are not supported by substantial evidence and, if the writ is granted, we will argue that those findings and the corresponding provisions of the Board's order are valid.

following underlying findings, supported in each instance by the evidence cited:[7]

(a) From 1933 until April 19, 1937, the company maintained a plainly company-dominated employees' representation plan, which, the company conceded at the hearing, was illegal under the Act, but which it nevertheless continued for almost two years after the effective date of the Act (R. 1524–1525; 1296–1301, 146–152, 204–205, 280–281, 1127, 1194–1198).

(b) On the day following the Amalgamated's first organizing meeting for the company's employees, held on September 20, 1936, Plant Manager Berry discharged Salmons, the leading employee organizer for the Amalgamated, saying that he was spreading "union propaganda"; on the same day Novak, whom the company mistakenly believed to have joined and organized for the Amalgamated, was also discharged by Berry, who accused Novak of being an organizer and instigator of a union; both Salmons and Novak were given half an hour to leave the company's property (R. 1525–1526, 1534, 1537–1540; 153, 169, 217–218, 699, 1122, 1124, 1132).

(c) On April 12, 1937, the day this Court upheld the constitutionality of the Act, the formation of

---

[7] In the following discussion the references preceding the semicolons are to the Board's findings, and the succeeding references are to the supporting evidence.

The findings and evidence are tabulated in order to facilitate comparison with the court's treatment of each finding or group of findings, discussed *infra*, pp. 16–23.

the Independent was commenced by four employees, two of them Plan representatives, who were "dismayed" at the decisions because "we had banked our hopes that it [the Act] would be declared illegal" (R. 1526–1527; 715–716, 758–760, 1413). The Plan representatives, without exception, were active in promoting the Independent (R. 1526–1527, 1534, note 8, this page).

(d) On April 13, at the request of a Plan representative, petitions for membership in the Independent were hectographed on a company machine (R. 1527; 717, 1040–1044, 1413, 1429–1430). During each of the following three days Plan representatives and others[8] circulated the petitions

[8] Every one of the employee representatives under the Plan, i. e., Froling, Brucks, Lackhouse, Greenlee, Bailey, and Litster (R. 1413), admittedly participated in the solicitation (R. 165, 168, 285–286, 291, 344–346, 570, 578–579, 796, 800, 803, 815–819, 829, 875, 880–881, 914–915, 1060). Froling, who was chairman of the Plan's board of employee representatives, testified that he solicited the entire machine shop, "from 110 to 120" men, during working hours (R. 818–819). Lackhouse testified that he carried a list through the plant and obtained some 40 signatures (R. 285–286, 291–292). Kovatch, an employee, testified that his foreman allowed him to take time off during working hours and that he then solicited "practically every man in the foundry," about 300" men, proceeding systematically from man to man (R. 864, 858). Another employee, Petrouski, carried a list "through all the departments * * * all day long and * * * stayed overtime that night to sign up some of the night men" (R. 286), while Timekeeper Erickson "just went along the line there, every man he came to" (R. 349).

throughout the plant during working hours, engaging in open and extensive solicitation of members for the Independent; from the character and extent of the solicitation, the Board drew the inference that the members of the supervisory staff generally were aware of the campaign (R. 1527, 1529, 1533–1535; 222–224, 286–287, 301, 306–307, 349, 362, 367, 425, 469, 529, 533, 539, 705–707, 750, 831, 834, 851, 855–856, 857–858, 863–865, 902, 906, 921, 924–925, 1058).

(e) Some of the company's supervisory employees participated in the solicitation of members for the Independent. Siskauskis, a foreman, urged his men to sign the Independent petitions and himself signed for illiterate employees (R. 1529–1531; 285–286, 289–290, 297–298, 314, 329, 338, 540–542, 544–549, 659, 674).[8] Lackhouse, an employee, was given permission by his foreman, Nyberg, to stop work and join in the organizing for the Independent; half an hour later Assistant Superintendent Olson called Lackhouse from his work and expounded to him the advantages of an "inside" union; Lackhouse thereupon stopped work and solicited signatures (R. 1529; 284–285, 291–293, 303, 425, 527–528, 1048). Foreman McKinney instructed Belov, a night boss, to solicit the employees on the night shift, which Belov did (R. 1531–1532; 622–623, 631, 410–411, 417, 561, 568, 630–631, 1225).

[8] There was evidence that Siskauskis threatened a number of employees with discharge unless they signed (R. 659, 541).

Employment Manager Staskey hired Frank Solinko only after instructing his father, Peter Solinko, to join the Independent; the Board found that Frank Solinko's employment was conditioned upon his father's membership in the Independent (R. 1532–1533; 242–253, 265–266, 269–270).

(f) The Plan remained in existence until the Independent's membership drive was successfully completed. On April 19, the same day that the Independent presented its membership petitions to the company and asked exclusive recognition, the Plan's employee representatives, all of whom were leading organizers of the Independent, entered into an agreement with Plant Manager Berry dissolving the Plan (R. 1527, 1528; 724, 822–823, 824, 1141–1142, 1143–1144, 1195–1196, 1413). The exclusive recognition requested by the Independent was granted on April 21, prior to the organization's first membership meeting, held the following day (R. 1528; 427, 722, 730, 763, 780, 1148, 1180, 1420). Litster, one of the employee representatives under the Plan, acted as chairman of this meeting and at least two supervisory employees attended (R. 1528; 435–436, 641, 648–649, 732, 734, 790, 1051, 1057). The Board concluded that "The employees of respondent of necessity must have linked the successor organization to the admittedly illegal Plan and thus to the respondent because of the identity of leading figures in the Plan and the Independent * * *" (R. 1534).

2. The court disposed of each of the foregoing findings or groups of findings as follows:

(a) Although the illegality of the Plan was conceded (*supra*, p. 12) and although the court noted in its opinion that the company had defrayed all expenses of that organization (R. 1567), there is no recognition in the opinion that the company's maintenance of the Plan from July 5, 1935, until April 19, 1937, violated the Act.

(b) The court rejected the Board's finding that Salmons, the leading Amalgamated organizer who was discharged on the day following the Amalgamated's first organizing meeting, was ousted because of his union activities. Instead, the court found that Salmons was discharged because he solicited members for the Amalgamated during working hours (R. 1570–1571). The court ignored the Board's subsidiary findings, based upon specific testimony, that Berry discharged Salmons expressly upon the ground that he was spreading "union propaganda" and gave him a half-hour to leave the plant (R. 153, 169, see also R. 217–218, 699); that there was no plant rule against solicitation (R. 1539–1540; 171, 196, 208, 815, 822, and see *supra*, pp. 13–15); that Salmons' activities did not interfere with his work (R. 1540; 171, 208, 1233, and see *infra*, p. 19); and that organizers for the Independent thereafter engaged in open and widespread solicitation on company time without penalty or restraint (R. 1540; *supra*, pp. 13–15). The court

stated only that the Board should have accepted the testimony of Plant Manager Berry and Superintendent Conroy (R. 1112, 1124, 1132) that Salmons had been discharged for soliciting on company time (R. 1570–1571).[10] In brief, the court did not refer to the Board's subsidiary findings and the evidence supporting them, but pointed instead to other testimony which it preferred to credit and upon which it made its own finding.

The court accepted the Board's finding that Novak was discharged because the company erroneously supposed that he had engaged in union activity (R. 1572). However, the court apparently did not regard either this discharge, or the findings concerning 20 years of industrial espionage, which it also accepted (R. 1572), as evidencing hostility on the part of the management toward the Amalgamated; instead, it referred (R. 1570), to testimony (R. 282) by an organizer for the Amalgamated that he had never heard Plant Manager Berry say anything hostile to that union, evidence surely of insignificant probative force.

(c) The extensive participation by all of the employee representatives under the Plan in initiating

[10] The court also referred to the testimony of Foreman Forss (called Fross in the opinion) as supporting its finding (R. 1570–1571). However, Forss did not testify concerning the reason for the discharge of Salmons (R. 1005–1011, see also R. 153–154, 168, 1234). Forss testified that he had never seen Salmons engaged in solicitation and did not know whether or not Salmons had solicited, except that Salmons had told him, after the discharge, that he had solicited (R. 1006–1007).

the Independent and obtaining its acceptance by the employees, a factor accorded weight by the Board and repeatedly emphasized in similar cases by other circuit courts of appeals (*infra*, pp. 25–27) in approving findings of company interference, domination and support, was entirely disregarded by the court. This omission, coupled with the court's remark that one of the organizers "had never approved of the Employees Representative Plan" (R. 1568), wholly distorts the record. Similarly, the court emphasized that none of the officers of the Independent, elected subsequent to the grant to it by the company of exclusive recognition, was a former representative under the Plan (R. 1569); it did not mention the undisputed fact that a majority of the members of the Independent's governing board, who control the Independent's policies and are of higher rank than the officers, had been Plan representatives (R. 794–795, 807, 1413).

(d) The Independent's membership petitions, hectographed on a company machine at the behest of a Plan representative, were not mentioned by the court. The opinion disposed of the wholesale solicitation on company time and property by stating that "some of the signatures were obtained during working hours, but the majority were obtained outside of working hours" (R. 1568). This finding by the court, even were it supported by the evidence, is plainly beside the point: it was not essential that the solicitation result in the obtain-

ing of a major portion of the signatures on company time in order for its occurrence to support findings that Section 8 (2) was violated. The court also minimized the extensive and systematic solicitation on behalf of the Independent by finding that both the Amalgamated and the Independent organizers "engaged to some extent in union activities on company time" (R. 1569). While there was some solicitation on behalf of the Amalgamated during working hours (R. 862, 894-895, 900, 913, 916, 918, 921, 1060), the record leaves no doubt that it was neither of the magnitude nor of the open, organized, and mass character of that carried on for the Independent. Four witnesses called by the Independent testified they had not seen a single instance of solicitation on behalf of the Amalgamated (R. 851, 889, 873, 829), and the Board found, upon substantial evidence, that the immediate superior of Salmons, the most active Amalgamated organizer, was unaware that he engaged in solicitation (R. 1540; 1006, 154, 168, 1234). There is no indication that, as in the case of the Independent, the supervisors were aware of or tolerated solicitation for the Amalgamated.

(e) The court in part ignored and in part rejected the Board's findings concerning participation by supervisors in the Independent's membership drive. The court did not mention the most flagrant instance of supervisor solicitation, that by Foreman Siskauskis. It referred to Assistant Superintendent Olson's recruiting of a solicitor for

the Independent as a simple act of explaining "to an employee the advantages of an inside union over an outside union" (R. 1571). It disposed of the participation by Foremen Nyberg and McKinney on the ground that they did not have power to hire and fire (*ibid.*), although that test of employer responsibility is contrary to decisions of other circuit courts of appeals (*infra*, pp. 28–30), and although the men named had power to recommend hiring and discharge (R. 931, 962–963, 983, 1064, 1096). Finally, the court rejected the Board's finding that Employment Manager Staskey hired Frank Solinko on condition that his father join the Independent (R. 1571–1572).[11]

---

[11] The court, pointing to an asserted chronological flaw in the testimony (R. 242–253, 264–266, 269–270) of Frank and Peter Solinko, held (R. 1571) that the evidence "does not reasonably support" the Board's findings as to the Solinkos. The supposed flaw, we submit, plainly does not exist (see R. 264–265), and no other valid ground is set forth in the opinion which would warrant the court's substitution of its own views concerning the credibility of witnesses for those of the Board. The court added that even if the conversation between Peter Solinko and Staskey took place on the day Frank Solinko was hired, "then it was after the Independent had been recognized by the company as the bargaining agent of the employees. No inference unfavorable to the company can be reasonably drawn from these facts" (R. 1571–1572). But conditioning Frank's hiring upon Peter's joining the Independent was not any the less a violation of Section 8 (3) or "support" for the Independent within the meaning of Section 8 (2) whether it occurred after or before the recognition of the Independent. Such discrimination is permissible only pursuant to a valid closed-shop agreement, absent here. Section 8 (3) of the Act.

(f) The court did not mention the continued existence of the Plan during the period when the employees were being herded into the Independent; the fact that the leaders of the Plan, an organization firmly identified with the management, took a principal part in forming and establishing the inside successor organization; or the fact that the Plan's termination was timed to the day with the Independent's demand for recognition. Other circuit courts of appeals have regarded the replacement of a company-dominated labor organization by an "inside" successor, without a substantial break in time or identity, as cogent evidence of employer interference and participation (*infra*, pp. 25–27). Thus the employees in the present case were not afforded an interval during which they were able, with knowledge that the company had abandoned its efforts to control, through the Plan, its employees' means of representation, and that the Plan was no more, to exercise a free choice between forming another "inside" organization or joining an affiliated union. The slate was never wiped clean. *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241, 250. Yet the court here attributed no weight to what occurred before the grant of exclusive recognition to the newly established organization; it merely noted, obscuring the fact that the two events were almost simultaneous, that "the undisputed evidence discloses that the Employees Board was completely dissolved and abandoned

prior to the recognition of the Independent" (R. 1570).[12]

Lastly, the court found, contrary to the Board (R. 1533–1534), that during 1936 Plant Manager Berry instructed the supervisory staff "to refrain from engaging in union activities" (R. 1569). Berry's initial testimony was that he discussed "labor" with his supervisory staff in 1936, and that after April 12, 1937, he gave definite instructions

[12] In connection with the company's recognition of the Independent, the court said that "It is well to note here that up to this time the Amalgamated had not made a demand for recognition" (R. 1568). This circumstance, of course, was entirely irrelevant if the Independent was a company-dominated labor organization; an order to cease violating Section 8 (2) and to disestablish the illegally supported labor organization is justified whether or not there is a majority representative. *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241; *National Labor Relations Board* v. *Falk Corp.*, 308 U. S. 453. The court's emphasis upon the absence of a demand by the Amalgamated for recognition demonstrates the same fundamental misconception of Section 8 (2) evinced by the same court in the *Falk* case.

The attendance of supervisors at the Independent's first general meeting was likewise discounted in the court's opinion. Foreman Grenis' attendance is not mentioned at all and the court refers to Siskauskis as having attended "without participating" (R. 1571). There is evidence that Siskauskis voted concerning the adoption of the constitution prepared by the Independent's attorney (R. 435–436; see R. 1051, 1057, 1531); the Board made no finding upon this point. The court's further statement that the "mere attendance by a foreman" is not evidence tending to establish interference (R. 1571) is in conflict with the decisions of other circuit courts of appeals (note 16, p. 30, *infra*).

to the supervisory staff to remain neutral in union contests (R. 1153). On cross-examination Berry admitted, as the Board pointed out (R. 1533–1534), that he did not issue the instructions until after April 19, the date on which the Independent concluded its membership drive and made its request for recognition (R. 1181–1182). Hence the Board properly concluded that the instructions were not issued until after they were "useless since a majority of the employees had joined the Independent, in a large part because of the attitude displayed by and the activities of the respondent's supervisors" (R. 1534). After the *fait accompli*, Berry's instructions plainly amounted to no more than lip service to the employees' right of free self-organization.[13]

After discussing the evidence in the fashion we have described, the court concluded that "Based upon the foregoing facts, the Board found that the

[13] The court did not explain why the instructions found by it were significant. The company would not be absolved from responsibility for the activities of its supervisors in connection with the Independent even if such activities were in violation of precedent instructions. The mere issuance of instructions is not sufficient; at the least, the employer must either communicate his neutrality to the employees generally (*H. J. Heinz Co.* v. *National Labor Relations Board*, 110 F. (2d) 843, 846–847 (C. C. A. 6th), certiorari granted, No. 73, this Term) or take some other "effective means to stop repeated violations of the Act" (*Swift & Co.* v. *National Labor Relations Board*, 106 F. (2d) 87, 93 (C. C. A. 10th)). See also *Consumers Power Co.* v. *National Labor Relations Board*, decided June 27, 1940 (C. C. A. 6th).

employer had dominated or interfered with the administration of the Independent, and discouraged membership in the Amalgamated, thereby violating Section 8 (1) and (2) of the Act. In our opinion the evidence, taken most favorably to the Board, does not furnish substantial support for the Board's findings" (R. 1569–1570). As we have shown, however, the Board's findings concerning the unfair labor practices were not based upon the evidence referred to in the court's opinion; on the contrary, the facts upon which the Board did rely were, for the most part, either not mentioned at all or were but partially or inaccurately stated by the court. Insofar as the opinion purports to set forth a full and accurate description of the Board's findings and the supporting evidence, it gives a grievously misleading impression.

The court's failure to accord conclusiveness to findings of the Board which are supported by substantial evidence, its ignoring of important findings of the Board which had ample evidentiary support, and its practice of reappraising the evidence generally to reach its own conclusions as to weight and credibility and to make its own findings and draw its own inferences upon conflicting proof, plainly transcend the bounds of permissible review, as the dissenting judge pointed out (R. 1576–1577). As a result, extensive violations of the Act have gone unremedied in the present case. Moreover, in the view of the Government, the action of the

court below in this case indicates that effective enforcement of the Act in the Seventh Judicial Circuit, an important industrial area, is in substantial jeopardy.

II

The decision below is in conflict with decisions of other federal courts of appeals.

1. The holding of the court below that there was not "any evidence" (R. 1570) sustaining the Board's findings of company domination and support of the Independent, and the court's refusal to accept as support for such findings the uncontroverted facts that the Independent was formed and established while the employer-dominated Plan continued to exist and that the employee representatives under the Plan took a leading part in obtaining acceptance of the Independent by the employees, is in conflict with the decisions in *Westinghouse Electric & Manufacturing Co.* v. *National Labor Relations Board*, decided June 10, 1940 (C. C. A. 2d), and *Kansas City Power & Light Co.* v. *National Labor Relations Board*, 111 F. (2d) 340 (C. C. A. 8th). In the *Westinghouse* case the Second Circuit based its decision sustaining Board findings of employer interference with and support of an "inside" union solely upon the fact that the inside union succeeded an illegal employee representation plan "without any line of fracture, at least on the surface." The court pointed out that the Plan had not been openly dis-

avowed by the employer and that the employer had permitted his known favor for the Plan to be carried over to the successor organization. It said:

> The theory is that in cases such as this, where an unaffiliated union seems to the employees at large to have evolved out of an earlier joint organization of employer and employees, the Board may take it as datum, in the absence of satisfactory evidence to the contrary, that the employees will suppose that the company approves the new, as it did the old, and that their choice is for that reason not as free as the statute demands, * * * the company did not make any effort to make it plain to the employees generally that the "Independent" was not a revision, or amendment, of the "Plan." On the surface it seemed to be such, for it emanated from the old elected representatives, and that alone established an appearance of continuity between the two. * * * So far as appears, [the company] was content to let them assume, what was true, that the "Independent" had arisen out of the "Plan"; and to believe, as they quite naturally might have done, that it preferred the successor to the C. I. O. local just forming, and still very feeble.

In closely similar circumstances, the Circuit Court of Appeals for the Eighth Circuit in the *Kansas City Power* case approved the Board's findings of domination, interference and support, pointing to the lack of an "hiatus between the Plan and the

Association" and to the fact that "the attitude of the company to the effect that the Plan had become inoperative was not brought to the attention of the employees prior to or during the campaign period of organization of the Association * * *" (111 F. (2d), at 346, 347).

The decision below is likewise inconsistent with the many decisions in which other circuit courts of appeals and the Court of Appeals for the District of Columbia have held that evidence that a group of employees who were responsive to desires of the management by reason of their service as representatives under a company-dominated representation plan have taken a leading part in replacing the plan with a successor organization, furnishes weighty support for a finding that Section 8 (2) was violated with respect to the successor.[14]

---

[14] *National Labor Relations Board* v. *American Manufacturing Co.*, 106 F. (2d) 61, 68 (C. C. A. 2d), modified and affirmed, No. 664, last Term, decided March 11, 1940; *Republic Steel Corp.* v. *National Labor Relations Board*, 107 F. (2d) 472, 476, 477 (C. C. A. 3d), certiorari granted limited to another point, No. 14, this Term; *Union Drawn Steel Co.* v. *National Labor Relations Board*, 109 F. (2d) 587, 590–591 (C. C. A. 3d); *Texas Co.* v. *National Labor Relations Board*, decided June 19, 1940 (C. C. A. 5th); *National Labor Relations Board* v. *J. Greenebaum Tanning Co.*, 110 F. (2d) 984, 985–986 (C. C. A. 7th); *Swift & Co.* v. *National Labor Relations Board*, 106 F. (2d) 87, 92, 93, 94, 95 (C. C. A. 10th); *Continental Oil Co.* v. *National Labor Relations Board*, decided June 13, 1940 (C. C. A. 10th); *International Association of Machinists, etc.* v. *National Labor Relations Board*, 110 F. (2d) 29, 43 (App. D. C.), certiorari granted, No. 16, 1940 Term; cf. *National Labor Relations Board* v.

2. The holding of the court below (R. 1571) that, because the foremen who participated in the Independent's membership campaign did not have power to hire and discharge employees, the company could not be held responsible for their activities, is in conflict with *National Labor Relations Board* v. *American Manufacturing Co.*, 106 F. (2d) 61, 64, 67 (C. C. A. 2d), No. 664, last Term, modified and affirmed March 11, 1940; *Virginia Ferry Corp.* v. *National Labor Relations Board*, 101 F. (2d) 103, 105–106 (C. C. A. 4th); and *International Associa-*

Brown Paper Mill Co., 108 F. (2d) 867, 871 (C. C. A. 5th), certiorari denied, No. 1008, last Term; cf. *System Federation No. 40, etc.* v. *Virginian Ry. Co.*, 11 F. Supp. 621, 627, affirmed, 84 F. (2d) 641 (C. C. A. 4th), affirmed, 300 U. S. 515.

The Report of the House Committee on Labor on the bill which became the Act refers to employee representatives under a company-dominated plan of employee representation as "an active group of propagandists among the employees for the type of employee representation the company would prefer to deal with." H. Rept. No. 1147, 74th Cong., 1st Sess., p. 18.

In the *International Association of Machinists* case, *supra*, the Court of Appeals for the District of Columbia said (110 F. (2d) 29, 43):

"Acme Welfare was a company union. It follows necessarily that its leading promoters were company representatives. Men accustomed to such submission seldom regain independence overnight. The interval, if there was one, required for the transfer of allegiance * * * from Acme Welfare and the company to I. A. M. was too brief for disruption of the old and basic loyalty. The evidence supports the conclusion that it was not disrupted, but continued, though manifested in less obvious but more effective form. All that they did, therefore, is imputable to the company."

tion of Machinists, etc. v. *National Labor Relations Board,* 110 F. (2d) 29, 44–45 (App. D. C.), certiorari granted, No. 16, this Term. In each of those cases, it was expressly held, over the defense that the supervisory employees involved lacked authority to hire and discharge, that the employer was answerable for their acts.[15] The decision also conflicts in principle with decisions not specifically discussing the "hire and fire" test but holding the employer responsible for acts of interference in union affairs by foremen, and even functionaries of lower rank, possessing authority to direct employees in their work or other indicia of managerial authority. *National Labor Relations Board* v. *A. S. Abell Co.,* 97 F. (2d) 951, 956 (C. C. A. 4th); *H. J. Heinz Co.* v. *National Labor Relations Board,* 110 F. (2d) 843, 846 (C. C. A. 6th), certiorari granted, No. 73, this Term; *National Labor Relations Board* v. *Sunshine Mining Co.,* 110 F. (2d) 780, 792 (C. C. A. 9th); *Swift & Co.* v. *National Labor Relations Board,* 106 F. (2d) 87, 92–93, 95 (C. C. A. 10th). The general question of the responsibility of employers for the activities of minor supervisory employees is of frequent occurrence in the administration of the Act, and is now before this Court in the *H. J. Heinz* and *International Association*

[15] In the *Machinists* case, *supra*, the court characterized the power to recommend hiring and dismissal, which the foremen in the principal case did possess (*supra*, p. 20), as being "as potent, practically, as the power to 'hire and fire'" (110 F. (2d), at 43).

of Machinists cases, *supra*. It is desirable that the writ be granted in the present case so that this Court may pass upon the additional facet of the question presented by the apparently inflexible application of the "hire and fire" test in the decision below.

Finally, on this aspect of the case, the decision below is plainly in conflict with the decision in *Titan Metal Manufacturing Co.* v. *National Labor Relations Board*, 106 F. (2d) 254 (C. C. A. 3d), certiorari denied, 308 U. S. 615, in which the court held that (p. 259):

> both the threats and the promises are uttered by foremen or higher employees on company time and on company property. We are not concerned, therefore, with the disturbing question of how much responsibility creates a "supervisory" employee.[16]

CONCLUSION

The decision of the court below represents a wide departure from the established principles governing review of orders of the National Labor Relations Board, and thus raises an important public

[16] The decision of the court below that "the mere attendance by a foreman at the meeting [of the Independent] is not evidence of interference" (R. 1571), is inconsistent with the decision of the Circuit Court of Appeals for the Fourth Circuit in *National Labor Relations Board* v. *Wallace Manufacturing Co.*, 95 F. (2d) 818, 820, and with the decision of the Circuit Court of Appeals for the Eighth Circuit in *Cudahy Packing Co.* v. *National Labor Relations Board*, 102 F. (2d) 745, 748, 751, certiorari denied, 308 U. S. 565.

question concerning the proper and effective enforcement of the Act in the Seventh Judicial Circuit. In addition, the court's rulings conflict on several important questions with numerous decisions of other circuit courts of appeals. For these reasons, we respectfully submit that this petition for writs of certiorari should be granted.

FRANCIS BIDDLE,
Solicitor General.

CHARLES FAHY,
General Counsel,
National Labor Relations Board.

JULY 1940.

APPENDIX

The pertinent provisions of the National Labor Relations Act (Act of July 5, 1935, c. 372, 49 Stat. 449; 29 U. S. C., Supp. V., Sec. 151 *et seq.*) are as follows:

SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

SEC. 8. It shall be an unfair labor practice for an employer—

(1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.

(2) To dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: * * *

(3) By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: * * *.

* * * * * *

SEC. 10 (e). The Board shall have power to petition any circuit court of appeals of the United States (including the Court of Appeals of the District of Columbia), or if all the circuit courts of appeals to which application may be made are in vacation, any dis-

trict court of the United States (including the Supreme Court of the District of Columbia), within any circuit or district, respectively, wherein the unfair labor practice in question occurred or wherein such person resides or transacts business, for the enforcement of such order and for appropriate temporary relief or restraining order, and shall certify and file in the court a transcript of the entire record in the proceeding, including the pleadings and testimony upon which such order was entered and the findings and order of the Board. * * * The findings of the Board as to the facts, if supported by evidence, shall be conclusive. * * *

U. S. GOVERNMENT PRINTING OFFICE: 1940

Blank Page

FILE COPY

FILED
DEC 8 1965
CLERK, U.S. DISTRICT COURT

Blank Page

INDEX

	Page
Opinions below	1
Jurisdiction	2
Questions presented	2
Statute involved	3
Statement	3
Specification of errors to be urged	7
Summary of argument	8
Argument:	
I. The findings of the Board relating to the Independent are supported by substantial evidence, and the disestablishment order was proper	11
A. The Board's findings of fact are supported by substantial evidence	11
B. On these facts the Board properly concluded that the company dominated, interfered with, and supported the Independent	22
C. The order requiring the company to disestablish the Independent is valid	43
II. There is substantial evidence supporting the Board's findings that the company discriminated against certain of its employees in violation of Section 8 (1) and (3) of the Act	44
Conclusion	59
Appendix	60

CITATIONS

Cases:	
Consolidated Edison Co. v. *National Labor Relations Board*, 305 U. S. 197	26, 40, 43, 58
Consumers Power Co. v. *National Labor Relations Board*, 113 F. (2d) 38 (C. C. A. 6th)	40
Continental Box Co., Inc. v. *National Labor Relations Board*, 113 F. (2d) 93 (C. C. A. 5th)	41
Continental Oil Co. v. *National Labor Relations Board*, 113 F. (2d) 473 (C. C. A. 10th), pending argument on another point, No. 413, October Term, 1940	31
Cudahy Packing Co. v. *National Labor Relations Board*, 102 F. (2d) 745 (C. C. A. 8th), certiorari denied, 308 U. S. 565	38
Hamilton-Brown Shoe Co. v. *National Labor Relations Board*, 104 F. (2d) 49 (C. C. A. 8th)	35
Hartsell Mills Co. v. *National Labor Relations Board*, 111 F. (2d) 291 (C. C. A. 4th)	53

Cases—Continued. Page

H. J. Heinz Co. v. *National Labor Relations Board*, 110 F. (2d) 843 (C. C. A. 6th), pending argument, No. 73, October Term, 1940 ..... 35, 37, 39

International Association of Machinists v. *National Labor Relations Board*, 110 F. (2d) 29 (App. D. C.), affirmed, No. 16, October Term, 1940, decided November 12, 1940 ..... 9, 24, 26, 32, 35, 38, 39, 44

Kansas City Power & Light Co. v. *National Labor Relations Board*, 111 F. (2d) 340 (C. C. A. 8th) 31

Montgomery Ward & Co. v. *National Labor Relations Board*, 107 F. (2d) 555 (C. C. A. 7th) 49

National Labor Relations Board v. *American Mfg. Co.*, 106 F. (2d) 61 (C. C. A. 2d), modified and affirmed, 309 U. S. 629 ..... 29, 37

National Labor Relations Board v. *Bradford Dyeing Ass'n*, 310 U. S. 318 ..... 9, 10, 35, 37, 44, 47, 58

National Labor Relations Board v. *Brown Paper Mill Co.*, 108 F. (2d) 867 (C. C. A. 5th), certiorari denied, 310 U. S. 651 ..... 37, 42

National Labor Relations Board v. *Christian Board of Publication*, 113 F. (2d) 678 (C. C. A. 8th) 37

National Labor Relations Board v. *Elkland Leather Co.*, 114 F. (2d) 221 (C. C. A. 3d), certiorari denied, No. 496, October Term, 1940 37

National Labor Relations Board v. *Falk Corp.*, 102 F. (2d) 383 (C. C. A. 7th), Board order enforced, 308 U. S. 453 ..... 10, 40, 41

National Labor Relations Board v. *Fansteel Metallurgical Corp.*, 306 U. S. 240 ..... 9, 10, 35, 37, 42, 44

National Labor Relations Board v. *J. Greenebaum Tanning Co.*, 110 F. (2d) 984 (C. C. A. 7th), certiorari denied, No. 152, October Term, 1940 ..... 31, 35, 37

National Labor Relations Board v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1 ..... 4, 14, 23, 27, 58

National Labor Relations Board v. *Lane Cotton Mills*, 111 F. (2d) 814 (C. C. A. 5th), pending on petition for certiorari, No. 508, October Term, 1940 35

National Labor Relations Board v. *Lund*, 103 F. (2d) 815 (C. C. A. 8th) 41

National Labor Relations Board v. *Mackay Radio & Telegraph Co.*, 304 U. S. 333 58

National Labor Relations Board v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241 ..... 9, 10, 24, 25, 30, 44

National Labor Relations Board v. *Pacific Greyhound Lines, Inc.*, 303 U. S. 272 ..... 10, 37, 43, 44

National Labor Relations Board v. *Pennsylvania Greyhound Lines, Inc.*, 303 U. S. 261 ..... 10, 37, 44

National Labor Relations Board v. *Rath Packing Co.*, decided October 31, 1940 (C. C. A. 8th) 31

National Labor Relations Board v. *Stackpole Carbon Co.*, 105 F. (2d) 167 (C. C. A. 3d), certiorari denied, 308 U. S. 605 41

Cases—Continued. Page

National Labor Relations Board v. *Swift & Co.*, decided November 20, 1940 (C. C. A. 8th) 10, 29
National Labor Relations Board v. *Wallace Mfg. Co., Inc.*, 95 F. (2d) 818 (C. C. A. 4th) 35, 38
National Licorice Co. v. *National Labor Relations Board*, 309 U. S. 350 44
Oughton v. *National Labor Relations Board*, decided November 19, 1940 (C. C. A. 3d) 39
Republic Steel Corp. v. *National Labor Relations Board*, 107 F. (2d) 472 (C. C. A. 3d), modified on another point, No. 14, October Term, 1940 ..... 12, 31, 37, 59
Singer Mfg. Co. v. *Rahn*, 132 U. S. 518 40
A. F. Staley Mfg. Co. v. *National Labor Relations Board*, decided November 14, 1940 (C. C. A. 7th) 7
Swift & Co. v. *National Labor Relations Board*, 106 F. (2d) 87 (C. C. A. 10th) 31, 37, 39
System Federation No. 40 v. *Virginian Ry. Co.*, 11 F. Supp. 621, affirmed, 84 F. (2d) 641 (C. C. A. 4th), affirmed, 300 U. S. 515 ..... 9, 31
Texas Co. v. *National Labor Relations Board*, 112 F. (2d) 744 (C. C. A. 5th) 31
Texas & N. O. Ry. Co. v. *Brotherhood of Railway and Steamship Clerks*, 281 U. S. 548 ..... 9, 35
Titan Metal Mfg. Co. v. *National Labor Relations Board*, 106 F. (2d) 254 (C. C. A. 3d), certiorari denied, 308 U. S. 615 ..... 35, 41, 42
Union Drawn Steel Co. v. *National Labor Relations Board*, 109 F. (2d) 587 (C. C. A. 3d) 31, 37
Virginia Ferry Corp. v. *National Labor Relations Board*, 101 F. (2d) 103 (C. C. A. 4th) 37
Western Union Telegraph Co. v. *National Labor Relations Board*, 113 F. (2d) 992 (C. C. A. 2d) 26, 29
Westinghouse Electric & Mfg. Co. v. *National Labor Relations Board*, 112 F. (2d) 657 (C. C. A. 2d), certiorari granted, No. 447, October Term, 1940 ..... 9, 27

Statute:

National Labor Relations Act, Act of July 5, 1935, c. 372, 49 Stat. 449 (29 U. S. C. Supp. V, Sec. 151 *et seq.*) 60

Miscellaneous:

Daugherty, Labor Problems in American Industry (Rev. ed. 1938) 12, 23
Daugherty, DeChazeau, and Stratton, The Economics of the Iron and Steel Industry (1937) 12
Fourth Annual Report of the National Labor Relations Board (Govt. Print. Off., 1940) 23
House Report No. 1147, 74th Cong., 1st Sess. 12
Senate Report No. 573, 74th Cong., 1st Sess. 12
Third Annual Report of the National Labor Relations Board (Govt. Print. Off., 1939) 23
U. S. Department of Labor, Bulletin No. 631, Characteristics of Company Unions, 1935 (1938) 12

Blank Page

In the Supreme Court of the United States

OCTOBER TERM, 1940

No. 235

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

LINK-BELT COMPANY

No. 236

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

INDEPENDENT UNION OF CRAFTSMEN

ON WRITS OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD

OPINIONS BELOW

The opinion of the Circuit Court of Appeals (R. 1565–1574), and the opinion of Judge Treanor, dissenting in part (R. 1574–1580), are reported in 110 F. (2d) 506. The findings of fact, conclusions of law, and order of the Board (R. 1519–1556) are reported in 12 N. L. R. B. 854.

JURISDICTION

The decree of the Circuit Court of Appeals was entered April 13, 1940 (R. 1581–1582).[1] The petition for certiorari was filed on July 12, 1940, and was granted on October 14, 1940. The jurisdiction of this Court rests upon Section 240 (a) of the Judicial Code, as amended by the Act of February 13, 1925, and upon Section 10 (e) and (f) of the National Labor Relations Act.

QUESTIONS PRESENTED

The basic question presented is whether there is substantial evidence to support findings of the Board that the Link-Belt Company dominated, interfered with, and supported a labor organization of its employees, and that the company discriminated against certain of its employees in regard to hire and tenure of employment because of their union membership and activities.

Subsidiary questions encompassed in this inquiry are whether the Board might treat as evidence of company domination and support of a labor organization (1) the fact that the organization in question replaced an admittedly company-

[1] The decree was entered jointly in two distinct proceedings instituted under Section 10 (f) of the National Labor Relations Act for review of the Board's order. One of the proceedings was initiated by petition of the Link-Belt Company (R. 1–39), the other by petition of the Independent Union of Craftsmen (R. 45–54), a labor organization found by the Board to be company-dominated. In its answers to both petitions, the Board requested enforcement of its order against the company (R. 39–44, 54a–54d).

dominated predecessor without a substantial break in time or identity, and (2) solicitation of members for the successor labor organization on company property during working hours by certain supervisory employees of the company, and by other employees with the acquiescence of their supervisors.

STATUTE INVOLVED

The pertinent provisions of the National Labor Relations Act are set forth in the Appendix.

STATEMENT

Upon the usual proceedings[2] the Board issued its findings of fact, conclusions of law, and order (R. 1519–1556). The Board's findings with respect to the unfair labor practices may be briefly summarized as follows:[3]

For some time before the enactment of the National Labor Relations Act, and for more than two years thereafter, Link-Belt Company (hereafter called the company) maintained and dominated, as it now concedes, an employees' representation plan (hereafter called the Plan) (R. 1524–1525). Between September 1936 and April 1937, however, a

[2] These, pursuant to Section 10 of the National Labor Relations Act, were charge (R. 91–92), complaint (R. 55–60), answer (R. 96–98), hearing before a trial examiner, intermediate report of the examiner (R. 1469–1488), exceptions thereto (R. 1489–1517), the filing of a brief, and oral argument before the Board (R. 1519).

[3] The evidence supporting these findings, except those upheld by the court below and not in issue in this Court, will be discussed in the Argument, *infra*, pp. 11–59.

large number of the company's employees joined the Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge 1604 (hereafter called the Amalgamated) (R. 1525). Upon learning on April 12, 1937, that this Court had sustained the constitutionality of the National Labor Relations Act,[4] four employees, two of whom were employee representatives under the Plan, initiated the Independent Union of Craftsmen (hereafter called the Independent), primarily because of their hostility toward the Amalgamated (R. 1526–1527). Membership petitions, hectographed on a company machine, were circulated during working hours by Plan representatives and other employees; a number of the company's foremen themselves took an active part in soliciting signatures, and over 700 employees were signed up during a period of three days (R. 1527, 1529–1533). On April 19, after the Independent's membership drive had been successfully concluded, the employee representatives under the Plan and the management representative dissolved the Plan (R. 1528). On the same day, the Independent requested recognition as the employees' exclusive bargaining representative, and two days later such recognition was granted by the company (R. 1527–1528). The Board concluded that the company had dominated and interfered with the formation

[4] *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, and companion cases.

and administration of the Independent and had contributed support to it (R. 1534–1535).

For 20 years the company engaged in industrial espionage through a labor spy supplied by the National Metal Trades Association, until, in May 1937, exposure of the spy by the United States Senate subcommittee on civil liberties ended his usefulness (R. 1535–1537).

In September 1936, the company discharged an employee, Salmons, because of his membership and activity in the Amalgamated, and another employee, Novak, because it mistakenly believed that he was active in the Amalgamated (R. 1525–1526, 1537–1540, 1550). In April 1937, the company required Peter Solinko, an employee, to join the Independent as a condition of employing his son, Frank Solinko (R. 1532–1533, 1550), and during the following month two employees, Karbel and Cumorich, were discharged because they refused to join the Independent and joined the Amalgamated (R. 1542–1544). Finally, the company discharged an employee, Kalamarie, in November 1937, because of his activity in the Amalgamated (R. 1547–1549).

Upon these findings, the Board ordered the company to cease and desist from the unfair labor practices found, to withdraw recognition from and disestablish the Independent, to make Novak whole for loss of pay suffered by him by reason of his discriminatory discharge, to offer Karbel, Cumo-

275986—40——2

rich, and Kalamarie reinstatement with back pay, and to post appropriate notices (R. 1553–1556).[5]

Thereafter the company and the Independent filed separate petitions in the court below to review and set aside the Board's order (R. 1–39, 45–54). The Board answered, requesting full enforcement of its order against the company (R. 39–44, 54a–54d).

The court sustained the Board's findings and order as to labor espionage and as to Novak, but set aside, as unsupported by substantial evidence, the findings as to the Independent, and as to Salmons, Karbel, Cumorich, Kalamarie, and the Solinkos (R. 1565–1574). Accordingly the court entered a decree (R. 1581–1582) on April 13, 1940, which failed to enforce paragraphs 1 (a) and 2 (a) of the Board's order (R. 1554), requiring the company to cease and desist from dominating or interfering with the Independent and to withdraw recognition from that organization as a collective bargaining representative of the employees, and which likewise failed to enforce paragraph 2 (c) and (d) (R. 1555), directing the company to reinstate Karbel, Cumorich, and Kalamarie, with back pay. Judge Treanor dissented, except as to Kalamarie, from the refusal to enforce the reinstate-

[5] No affirmative relief was ordered as to the Solinkos or as to Salmons. Salmons had theretofore been reinstated by the company under an agreement that he would not receive back pay (R. 1540, 1551–1552). Novak had also been reinstated (*ibid.*).

ment and back pay provisions of the order, and from the refusal to enforce the cease-and-desist order as to the Independent, although he did not think the interference and domination sufficient in degree or of sufficient duration to warrant disestablishment, the usual affirmative relief (R. 1574–1580).* On October 14, 1940, this Court granted the petition for writs of certiorari.

SPECIFICATION OF ERRORS TO BE URGED

The Circuit Court of Appeals erred:

1. In holding that the following findings of the Board are not supported by substantial evidence:

(a) That the company dominated and interfered with the formation and administration of the Independent and contributed support to that organization;

(b) That the company discharged Salmons, Karbel, Cumorich, and Kalamarie because of their union membership and activity, and conditioned the employment of Frank Solinko upon Peter Solinko's joining the Independent.

2. In holding, in effect, that replacement of the

---

*Judge Treanor appears now to have receded from this view as to the circumstances in which disestablishment is permissible. In *A. E. Staley Manufacturing Co.* v. *National Labor Relations Board* (C. C. A. 7th, decided November 14, 1940), Judge Treanor, dissenting, stated that although it was a "close question," he thought that there was sufficient evidence to support the Board's finding of company domination, interference and support, and that "granting the correctness of the Board's finding such finding was adequate to support" the disestablishment order.

company-dominated Plan by an inside successor, the Independent, without a substantial break in time or identity, was not evidence of company interference with, and domination and support of, the Independent.

3. In holding that the company was not responsible for the activities of certain of its supervisory employees in soliciting members for the Independent on company property during working hours.

4. In refusing to enforce, and in setting aside paragraphs 1 (a), 2 (a), 2 (c), and 2 (d), and in modifying paragraph 2 (f) of the Board's order.

SUMMARY OF ARGUMENT

I

The Board's findings that the company dominated and interfered with the formation and administration of the Independent and contributed support to it in violation of Section 8 (1) and (2) of the Act are supported by substantial evidence.

In broad outline, the evidence shows: For several years and until April 1937 the company maintained an employees' representation plan which was admittedly violative of the Act. And in the autumn of 1936, when the Amalgamated appeared in the plant, the company discharged the Amalgamated's leading employee organizer and his supposed associate because of their union membership and activity. On April 12, 1937, the day this Court upheld the Act, Plan representatives and other employees hostile to the Act and to the Amal-

gamated initiated the Independent, another "inside" union. In an intensive 3-day membership drive, conducted openly and extensively on company time and premises without company objection, the Independent enrolled 760 members out of a total of about 1000 employees in the plant. Plan representatives took a prominent part in the campaign and supervisory employees participated. After the successful conclusion of this drive, the Plan was dissolved; on the same day the Independent requested exclusive recognition. This was promptly granted by the company prior to the Independent's first membership meeting; the latter was presided over by a former Plan representative and attended by supervisory employees.

The evidence thus outlined amply supports the Board's ultimate findings that the company dominated, interfered with, and supported the Independent. *International Association of Machinists* v. *National Labor Relations Board*, No. 16, this Term, decided November 12, 1940; *National Labor Relations Board* v. *Bradford Dyeing Ass'n*, 310 U. S. 318; *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241; *National Labor Relations Board* v. *Fansteel Metallurgical Corp.*, 306 U. S. 240; *Texas & N. O. Ry. Co.* v. *Brotherhood of Railway Clerks*, 281 U. S. 548; *System Federation No. 40* v. *Virginian Ry. Co.*, 11 F. Supp. 621, affirmed, 84 F. (2d) 641 (C. C. A. 4th), affirmed, 300 U. S. 515; *Westinghouse Electric & Mfg. Co.* v. *National Labor Rela-*

tions Board, 112 F. (2d) 657 (C. C. A. 2d), certiorari granted, No. 447, this Term; *National Labor Relations Board* v. *Swift & Co.*, decided November 20, 1940 (C. C. A. 8th). Likewise it warrants the Board's order requiring the company to cease and desist from such domination, interference, and support and to disestablish the Independent as a bargaining representative. *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241; *National Labor Relations Board* v. *Pennsylvania Greyhound Lines, Inc.*, 303 U. S. 261; *National Labor Relations Board* v. *Pacific Greyhound Lines, Inc.*, 303 U. S. 272; *National Labor Relations Board* v. *Fansteel Metallurgical Corp.*, 306 U. S. 240; *National Labor Relations Board* v. *Falk Corp.*, 308 U. S. 453; *National Labor Relations Board* v. *Bradford Dyeing Ass'n*, 310 U. S. 318.

II

The Board's findings that the company, in violation of Section 8 (1) and (3) of the Act, discharged Salmons, Karbel, Cumorich, and Kalamarie because of their union membership and activity, and required Peter Solinko to join the Independent as a condition of employing his son, Frank Solinko, are supported by substantial evidence. The company's explanations of the discharges and its denial that it imposed any condition upon the hiring of Frank Solinko, were not, in view of the circumstances and of the evidence as a whole, entitled to be credited by the Board.

ARGUMENT

I

The findings of the Board relating to the Independent are supported by substantial evidence, and the disestablishment order was proper

A. The Board's findings of fact are supported by substantial evidence

The Board found that the company had dominated and interfered with the formation and administration of the Independent and contributed support to it in violation of Section 8 (1) and (2) of the Act (R. 1534–1535, 1553). While the testimony upon which the Board's subsidiary findings of fact are based is in large part controverted, we submit that they are supported by evidence which is plainly "substantial" within any proper meaning of that term. Yet the Court of Appeals, ignoring or rejecting the Board's evidentiary findings and substituting its own views of the credibility of witnesses and the weight of the evidence for those of the Board, concluded that there was lacking "any evidence" from which company domination, interference, or support could be inferred (R. 1570). We submit that the court was clearly in error and that the Board's findings are amply supported, as the following review of the evidence will demonstrate.

The Employees' Representation Plan and company hostility to "outside" organizations.—The company concededly set up the Plan, an "inside" labor organization, in 1933 "in the conventional manner" (R. 147) to "cooperate with the spirit

of the N. I. R. A." (R. 1127, 146–147, 204, 1194, 1926–1301, 1335)[7]. The Plan's structure and operation were such that, in the phrase of Plant Manager Berry, "it was a part of the company" (R. 1197–1198);[8] upon the passage of the National Labor Relations Act in 1935, the Plan became manifestly illegal, as the company conceded at the hearing (R. 147, 1195, see also R. 823). The company nevertheless continued to maintain the Plan.

At the same time, the company demonstrated its hostility toward "outside" organization. In

[7] At the time the company established the Plan, hundreds of employers throughout the United States were introducing similar devices as "a concession to the mandate of Section 7 (a) of the National Industrial Recovery Act." *Republic Steel Corp.* v. *National Labor Relations Board*, 107 F. (2d) 472, 474 (C. C. A. 3d), modified on another point, No. 14, this Term, decided November 12, 1940. See Daugherty, *Labor Problems in American Industry* (Rev. Ed. 1938), p. 643; Daugherty, DeChazeau, and Stratton, *The Economics of the Iron and Steel Industry* (1937), vol. II, pp. 1005, 1151; U. S. Department of Labor, Bulletin No. 631, *Characteristics of Company Unions, 1935* (U. S. Govt. Printing Off., 1938), pp. 27–28, 50, 78; Senate Report No. 573 (74th Cong., 1st Sess.), p. 11; House Report No. 1147 (74th Cong., 1st Sess.), p. 17.

[8] The Plan's stated purpose was merely to let the management "know the wishes" of the employees (R. 1296); all employees on the pay roll for 90 days automatically became members (R. 1297); foremen sometimes served as employee representatives (R. 149, 184, 205, 1297); elections of the employee representatives and meetings of the employees' board took place on plant premises (R. 1196, 1299); the company could dissolve the Plan on 3 months' notice and also held a veto power over amendments (R. 1301); and all expenses of the Plan throughout its existence were paid by the company (R. 1197).

the summer of 1936, Manager Berry admittedly informed the Plan's board of employee representatives that if "outside people came into our plant and told us how to run the plant, then I had enough of industry" (R. 1198, 1203, 166–167, 170). The forcible sanctions behind these words were soon made clear. In September 1936, Salmons, an employee representative who had become dissatisfied with the Plan, initiated the formation of a lodge of the Amalgamated, an outside organization affiliated with the Steel Workers Organizing Committee (R. 152–153, 189–190). On September 21, the day following the Amalgamated's first organizing meeting for the company's employees, Berry summoned Salmons to his office, charged him with "spreading union propaganda," and discharged him with orders to leave the company's property in "half an hour" (R. 153, 169). On the same day, an employee named Novak, whom Berry mistakenly believed to have joined and organized for the Amalgamated, was likewise discharged; Berry accused Novak of being "an organizer and instigator for a union" and gave him, like Salmons, a "half an hour" to get out (R. 217–218, 699). The Board found that these discharges violated Section 8 (1) and (3) of the Act.[9]

The discharges of Salmons and Novak were not

[9] The court below upheld the Board's findings as to Novak, but set aside those as to Salmons. The evidence supporting the Board's findings as to the discharge of Salmons is discussed in detail *infra*, pp. 45–50.

the only obstacles which the company interposed to outside organization. In January 1937, a labor spy, whom the company had employed through the National Metal Trades Association for more than 20 years, joined the Amalgamated, attended its meetings, and became a committeeman (R. 112–113, 137–138, 145–146); he resigned precipitately when exposed a few months later by the La Follette Senate subcommittee (R. 122–125, 129, 138, 1294–1295.[10] Despite these evidences of company hostility, the Amalgamated continued its membership campaign, and by April 1937 had enrolled about 400 employees (R. 206–208, 1234).

The initiation of the Independent.—The company continued to maintain the Plan, despite its patent illegality under the Act, until after the April 1937 decisions of this Court sustaining the Act. *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, and companion cases. While these cases were pending, a number of employees had discussed the formation of another inside organization, if decisions favorable to the Act made that "necessary," to insure against being "burdened by any outside influences" (R. 714–715). On April 12, the day the Act was upheld, two of these employees, John Litster and Hubert Bricks, both employee representatives

[10] The Board's findings concerning the company's industrial espionage in violation of Section 8 (1) of the Act (R. 1535–1537) were upheld by the court below (R. 1572), and hence are not in issue in this Court.

under the Plan (R. 1345, 1413), conferred with George F. Linde and Arthur H. Rosenberg, two other employees (R. 715). As Linde testified, the group was "dismayed" by the decisions; they "had banked [their] hopes that it [the Act] would be declared illegal" (R. 715, 758–759). To meet the unwelcome situation, the four men immediately set to work to form the Independent.

That night Linde and Plan Representative Brucks drafted a form of membership petition (R. 716, 760), and the next day, at the request of another Plan representative, William J. Greenlee (R. 1345), the petitions were hectographed after working hours on a company machine (R. 717, 1040–1044, 1420–1430). The chairman of the Plan, Ray Froling (R. 821, 1345), was added to the organizing committee (R. 810). On April 14, 15, and 16, Plan representatives and others circulated the petitions throughout the plant during working hours, engaging in open and extensive solicitation of members for the Independent. Every one of the Plan representatives, i. e., Froling, Brucks, Lackhouse, Greenlee, Bailey, and Litster (R. 1413), admittedly participated in the solicitation (R. 285–286, 291–292, 796, 800, 803, 815–819, 829, 875, 880–881; see also R. 165, 168, 344–346, 570, 578–579, 914–915, 1060). Froling, the Plan chairman, though an evasive witness (see R. 816–819), virtually admitted that he solicited the entire machine shop, "from 110 to 120" men, dur-

ing working hours (R. 818–819).[11] Representative Lackhouse testified that he carried a list through the plant all one afternoon and obtained some 40 signatures (R. 285–286, 291–292). Representative Greenlee, according to a witness for the Independent, was "going around with lists * * * on company time talking to the men" (R. 914–915; see also R. 165, 168, 570, 578–579, 1060). Kowatch, an employee, testified that his foreman allowed him to take time off without pay during working hours and that he thereupon solicited "practically every man in the foundry, about 300" men, proceeding systematically from man to man (R. 864, 858). Another employee, Petrouski, according to uncontroverted testimony, carried a list "through all the departments * * * all day long, and * * * stayed overtime that night to sign up some of the night men" (R. 286; see also R. 306, 425, 469, 529, 533, 539)[12] From the character and extent of the solicitation, the Board drew the inference (R. 1529, 1533) that the members of the supervisory

[11] Froling also testified that his foreman made no objection to his repeated absence from his machine (R. 815–816).

[12] A number of other witnesses admitted that they had participated in the membership campaign during working hours (R. 750, 831, 851, 855–856, 902, 906, 921, 924–925, 1058). Timekeeper Erickson, according to one witness, "just went along the line there, every man he came to" (R. 349; see also R. 266–267, 456, 490, 495). Erickson denied that he engaged in solicitation (R. 883) and the Board did not resolve the conflict.

staff generally were aware of and permitted the campaign.[13]

Some of the supervisory employees, indeed, did not confine themselves to mere acquiescence. According to controverted testimony credited by the Board (R. 1529–1533), they actively participated in the solicitation of members for the Independent. Siskauskis, a foreman (R. 314, 1049), urged his men to sign the Independent petitions, himself signed for illiterate employees (R. 285–286, 289–290, 297–298, 314, 329, 338, 540–542, 544–549, 659, 674), and threatened a number of employees with discharge unless they signed (R. 659, 541).[14] Lack-

[13] In the court below the company sought to rebut the inference of supervisory staff toleration by citing five isolated instances in which supervisors stopped solicitation by Independent organizers. Even this figure is misleading for one cited instance (Froling) did not occur until a month after the organizing drive for the Independent, and after it had been recognized and intrenched in the plant (R. 822, 827); another (Kresge) likewise occurred subsequent to the initial drive, when the lists used at first had been replaced with permanent membership cards (R. 871); and a third (Linde) similarly relates to a later period when the Independent had been set up and was collecting dues (R. 781). With the exception of the belated reprimand to Froling, none of the reprimands was administered to any of the large-scale organizers (*supra*, pp. 15–16). In any event, these incidents lose all significance in the light of the manifold instances in which nothing was done.

[14] Siskauskis admittedly attended the subsequent organizing meeting of the Independent (*infra*, p. 21); he voiced hostility to the Amalgamated (R. 440–441, 470); and he proved to be an unreliable witness (*infra*, p. 21). The

house, a Plan representative, after being asked by Plan Chairman Froling to circulate the petitions for the Independent, was given permission by his foreman, Nyberg, to stop work and solicit; when he did not start the solicitation immediately, Assistant Superintendent Olson called Lackhouse from his work and expounded the advantages of an "inside" union; thereupon Lackhouse stopped work and solicited signatures all afternoon (R. 283–285, 291–293, 303).[15] Uncontradicted testimony establishes that Belov, a night boss, solicited all the employees on the night shift during working hours (R. 410–411, 417, 561, 568, 630–631, 1025); according to Kalamarie, an employee whose testimony was credited by the Board (R. 1531), Belov did so upon written instructions left him by Foreman McKinney (R. 622–623, 631–632, 637–638).[16]

Board was therefore plainly warranted in accepting the overwhelming direct testimony cited in the text over Siskauskis' cover-all denial that he had engaged in solicitation (R. 1050).

[15] The testimony is Lackhouse's, and finds corroboration in the testimony of other witnesses that Lackhouse made similar statements at the time he was soliciting (R. 425, 527–528). Nyberg did not testify. Olson at first denied Lackhouse's testimony unqualifiedly (R. 1045), but under cross-examination admitted, hesitantly, that he had conversed with Lackhouse about a "rumor" that the Independent was being formed (R. 1048). The Board, characterizing Olson's testimony as "evasive and contradictory," accepted Lackhouse's version (R. 1529).

[16] Kalamarie's testimony was that Belov exhibited the instructions to him. Belov did not testify. McKinney denied leaving such instructions (R. 1063), but admitted that

Lastly, Employment Manager Staskey hired Frank Solinko only after instructing his father, Peter Solinko, to permit Kowatch (*supra*, p. 16) to enroll him, Peter, in the Independent, which Peter did (R. 242–253, 265–266, 269–270); the Board found that Frank Solinko's employment was conditioned upon his father's acquiring membership in the Independent, in violation of Section 8 (1) and (3) of the Act (R. 1532–1533)[17]

---

he customarily left written instructions for Belov concerning what he wanted done on the night shift (R. 1070–1071). In view of McKinney's inconsistent testimony in other respects (compare, for example, R. 1095 with R. 1085) and the company's failure to call Belov as a witness, the Board accepted Kalamarie's testimony (R. 1531).

[17] The Board credited the cited testimony of the two Solinkos over a different version given by Staskey and over Kowatch's denial of any participation in the incident. (R. 995–996, 857–858). The court below, pointing to what it interpreted as testimony by Frank Solinko that the conversation between Peter Solinko and Staskey about the Independent did not take place on the day Frank was hired but about two months before that, held (R. 1571) that the evidence "does not reasonably support" the Board's findings as to the Solinkos. Frank's testimony does not, we submit, stand this interpretation (see R. 264–265), and no other valid ground is set forth in the opinion which would warrant the court's substitution of its own views concerning the credibility of witnesses for those of the Board. The court added that even if the conversation between Peter Solinko and Staskey took place on the day Frank Solinko was hired, "then it was after the Independent had been recognized by the company as the bargaining agent of the employees. No inference unfavorable to the company can be reasonably drawn from these facts" (R. 1571–1572). But conditioning Frank's hiring upon Peter's joining the Inde-

The pressure thus applied upon the men proved effective. By April 16, in the short space of three days, 760 employees of the 1,000 in the plant had been enrolled in the Independent (R. 718, 725, 760, 797).

The dissolution of the Employees' Representation Plan and recognition of the Independent as exclusive bargaining representative.—The Plan remained in existence until the Independent's membership drive was successfully completed. On April 17, an attorney was retained who drafted a constitution for the new organization (R. 719–720, 1314–1317), and the next day, at a meeting attended by seven employees, including Linde, Plan Chairman Froling, Plan Representative Litster, and Plan Representative Brucks, it was decided both to dissolve the Plan and to seek recognition of the Independent (R. 720–721, 1269–1270, 1315–1316). Accordingly, on April 19, the Plan's board of employee representatives, all of whom had participated in organizing the Independent, entered into an agreement with Plant Manager Berry dissolving the Plan (R. 1413, 822–823, 824, 1141–1142, 1195–1196); on the same day Linde, Froling and Litster presented the Independent membership petitions to Berry and asked exclusive recognition

---

pendent was not any the less a violation of Section 8 (3) or "support" for the Independent within the meaning of Section 8 (2) whether it occurred after or before the recognition of the Independent. Such discrimination is permissible only pursuant to a valid closed-shop agreement, absent here.

for that organization (R. 724, 1143–1144). The request for recognition was granted on April 21 (R. 722, 763, 1148, 1180, 1420).

Not until after it was recognized did the Independent hold its first membership meeting (R. 427, 730, 763, 780). This took place on April 22; Lister, one of the employee representatives under the Plan, acted as chairman of the meeting (R. 732, 734, 790), and at least two supervisory employees, Foreman Grenis and Foreman Siskauskis, attended (R. 435–436, 641, 649).[18] At the meeting the work of the organizers was ratified and the constitution adopted (R. 734–735, 792, 837). Shortly thereafter the Independent held its first elections. While, as the court below emphasized (R. 1569), none of the men elected as officers was a former representative under the Plan, the undisputed fact is that two of the three delegates elected to the Independent's executive council, who control the Independent's policies and are of higher rank than the officers, had been Plan representatives—Chair-

[18] The testimony concerning the foremen's attendance is uncontroverted. Grenis did not testify. Siskauskis, admitting his attendance, testified that he happened to pass by the meeting hall not knowing that the Independent was holding a meeting, saw a crowd in which he "didn't recognize nobody," and "sneaked" in to see what was going on (R. 1057, 1051). The incredibility of this explanation need not be labored. Announcements of the meeting had been scattered all through the plant (R. 730); moreover, Siskauskis, a foreman for 22 years (R. 1049), could scarcely have failed to recognize some among the crowd of 500 employees (R. 731, 790).

275986—40——4

man Froling and Representative Litster (R. 737, 794–795, 807).

Thereafter, Independent notices were customarily posted on seven or eight bulletin boards in the plant (R. 319–320, 766, 804).[19] Though the Independent subsequently engaged in bargaining conferences with the company and obtained a 5-percent wage increase and certain other improvements in working conditions, it failed to secure a signed agreement; when the terms of a contract had been agreed on and reduced to writing (R. 1460–1464) ready for signature, the company at the last moment refused to sign it; thereafter the company issued a unilateral "statement of policy" (R. 1464–1467) to continue "until terminated, modified, or amended," apparently at the company's pleasure (R. 743–746, 1151).[20]

B. On these facts the Board properly concluded that the company dominated, interfered with, and supported the Independent

Upon the foregoing facts the Board's ultimate findings that the company dominated, interfered with, and supported the Independent in violation of Section 8 (1) and (2) of the Act (R. 1534–1535, 1553) are clearly supported by substantial evidence.

---

[19] The bulletin boards were manufactured in the plant, upon instructions given by Foreman Carlson, at the request of Kowatch, who paid for the labor and materials (R. 320–321, 863, 866).

[20] Attendance at the Independent's meetings dwindled from over 500 at the original meeting (R. 731, 790) to an average of 40 or 45 at the time of the hearing (R. 778–779).

1. The evidence shows that the company, immediately upon the Act's being held constitutional by this Court, utilized the employees' subservience to its wishes, which it had long obtained and assured through the Plan, to secure the substitution of another inside union. In the eyes of the employees, the Independent represented no break with the past but merely a continuation of the Plan; as the chairman of the Plan admitted at the hearing, the Independent was but a "substitution" designed to "take the place of" the Plan because "the Wagner Act was declared constitutional and that threw the Employees Board out" (R. 825). The impetus given to the Plan by the company's open domination, interference, and support plainly carried over to its successor.[21]

The creation of the Independent may not be viewed as if it occurred in a vacuum. The company had cogently, though unlawfully, manifested its determination to control the bargaining of the employees through an organization which was

[21] The setting up of hundreds of representation plans and company unions following adoption of the N. I. R. A. (note 7, p. 12, *supra*), found its counterpart, following the *Jones & Laughlin* decision, in the transformation of these organizations in large numbers into "inside unions" of less obvious illegality, but nonetheless dominated by their creator and transformer. See cases collected in *Third Annual Report of the National Labor Relations Board* (U. S. Government Printing Office, 1939), pp. 124–125; *Fourth Annual Report of the National Labor Relations Board* (U. S. Government Printing Office, 1940), pp. 71–73; Daugherty, *Labor Problems in American Industry* (Rev. Ed. 1938), p. 644.

admittedly "a part of the company" (*supra*, p. 12). During the four years preceding transformation of the Plan into the Independent, it had conditioned its employees to that type of organization: when men had entered the company's employ they had automatically become members of the Plan, regardless of their choice. The Board was entitled to find that "the effects of the long practice cannot be eliminated and the employees rendered entirely free to act upon their own initiative without the complete disestablishment of the plan." *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241, 250. Particularly was this true when, as here, the company had not confined its hostility to "outside" organizations to creation and maintenance of the Plan, but had discharged the Amalgamated's leader and his supposed assistant as soon as an attempt was made to introduce that organization into the plant (*supra*, p. 13). In the face of such drastic action, the employees were bound to keep their feet firmly planted on the path of inside unionism; even "slight suggestions as to the employer's choice among unions may have telling effect among men who know the consequences of incurring that employer's strong displeasure." *International Ass'n. of Machinists* v. *National Labor Relations Board*, No. 16, this Term, decided November 12, 1940.

The formation of the Independent and its substitution for the Plan were not preceded or accom-

paried by any action by the company to erase the effects of years of domination. When the hope of unconstitutionality was dissipated, the company adopted no effective means "of wiping the slate clean and affording the employees an opportunity to start afresh in organizing for the adjustment of their relations with the employer." *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241, 250. It took no steps, by publicly disestablishing the Plan, by public announcement of neutrality, or otherwise, to assure its employees that a sharp turning point had come, that it would abandon its efforts to control their choice of bargaining representatives, and that they were free thenceforward to decide for themselves whether they preferred to form another inside union, to join an affiliated union, or to have no representative. On the contrary, the company left intact the compulsions arising from the dominated Plan the while a "new" inside organization was hastily rigged up, largely by Plan representatives, and substituted for the Plan as the employees' exclusive bargaining representative.

The Board may properly find, we submit, that in the complete absence of any effective action by the employer repudiating the past and providing adequate reassurance for the future, a "new" inside union immediately succeeding a long-dominated inside union, and formed with the prominent participation of the old union's leaders, does not represent the free choice of the employees. It is no sufficient

answer that the employer may have refrained from engaging in new acts of interference and support coincident with the appearance of the successor. It is clear, we think, that passivity alone may not be enough to eliminate the constraints engendered by the employer's past conduct; hence he is also obligated under the Act to take whatever affirmative action may be necessary to release his employees from the compulsions to which he has subjected them. The Act is designed not only to restrain present violations, but to remove or avoid "the consequences of violation where those consequences are of a kind to thwart the purposes of the Act." *Consolidated Edison Co.* v. *National Labor Relations Board,* 305 U. S. 197, 236. Where one of the consequences of past violation is the employees' settled conviction that the employer desires a particular type of organization, the employer must take appropriate steps to disabuse the employees of this notion before they are truly free to exercise an unimpeded choice between that type of organization and any other. And whether, in a particular case, the action taken by the employer is sufficient for this purpose, is, of course, a question of fact entrusted to the Board for determination. *Western Union Telegraph Co.* v. *National Labor Relations Board,* 113 F. (2d) 992, 996–997 (C. C. A. 2nd); compare *International Ass'n of Machinists* v. *National Labor Relations Board,* No. 16, this Term, decided November 12, 1940.

In the present case, the company took no action whatever to counteract the employees' belief in the company's continued backing of the Plan and of the brand of unionism for which it stood. It was inevitable, therefore, that the employees would regard the mass shift of the Plan's leaders to the Independent as soon as it became necessary to scuttle the Plan because of the *Jones & Laughlin* decision, and their activity in obtaining employee adherence to the Independent (*supra*, pp. 14–22), as meaning what the Plan chairman believed—that the Independent was merely the Plan in new garb designed to make it "legal." In the absence of public withdrawal of company backing from the activities of the representatives so long prominently identified as a part of the company's existing apparatus for controlling the union affiliations of its employees, the employees would naturally regard the new organization which they were sponsoring as continuing to enjoy the company's favor and support. The Board was plainly justified in finding that "The employees of the respondent of necessity must have linked the successor organization to the admittedly illegal Plan and thus to the respondent because of the identity of leading figures in the Plan and the Independent. * * *" (R. 1534).

Manifestly, the Independent, created under such conditions, did not represent the employees' unfettered choice. In *Westinghouse Electric & Manufacturing Co.* v. *National Labor Relations*

Board, 112 F. (2d) 657, certiorari granted, No. 447, this Term, the Circuit Court of Appeals for the Second Circuit based its decision sustaining the Board's findings of employer interference with and support of an inside union upon the fact that the inside union succeeded an illegal employee representation plan "without any line of fracture, at least on the surface." The court pointed out that the Plan had not been openly disavowed by the employer and that the employer had permitted its known favor for the Plan to be carried over to the successor organization. It said (112 F. (2d), at 660–661):

> The theory is that in cases such as this where an unaffiliated union seems to the employees at large to have evolved out of an earlier joint organization of employer and employees, the Board may take it as datum, in the absence of satisfactory evidence to the contrary, that the employees will suppose that the company approves the new, as it did the old, and that their choice is for that reason not as free as the statute demands * * * the company did not make any effort to make it plain to the employees generally that the "Independent" was not a revision, or amendment, of the "Plan." On the surface it seemed to be such, for it emanated from the old elected representatives, and that alone established an appearance of continuity between the two. * * * So far as appears, [the company] was con-

> tent to let them assume, what was true, that the "Independent" had arisen out of the "Plan"; and to believe, as they quite naturally might have done, that it preferred the successor to the C. I. O. local just forming, and still very feeble.

See, also, the decisions of the Second Circuit in *National Labor Relations Board* v. *American Mfg. Co.*, 106 F. (2d) 61, 68, modified and affirmed, 309 U. S. 629; *Western Union Telegraph Co.* v. *National Labor Relations Board*, 113 F. (2d) 992, 996–997.

So, too, the Circuit Court of Appeals for the Eighth Circuit in *National Labor Relations Board* v. *Swift & Co.*, decided November 20, 1940, sustained Board findings that an inside union immediately following an illegal employee representation plan and evolved under the direction of the leaders of the antecedent organization, was illegal despite an intervening posted declaration by the employer that the first organization could not be continued. The court said:

> The inquiry of the Board concerned the situation in which the workers of respondent had long been associated in an organization in which half of the members of its representative body had been chosen by the respondent. The active and directing heads of the organization had supervisory authority over some of the workmen. The respondent had posted in the plant its

declaration to the workmen in writing that as the Supreme Court had construed the National Labor Relations Act, it was "not possible to continue the organization," and such was manifestly the fact. In that situation the requirements of the Act were that there be complete restoration to the workers who had been associated in the organization of full freedom to exercise their right of self-organization. *N. L. R. B.* v. *Newport News Shipbuilding Co.*, 308 U. S. 241, l. c. 250. The facts here found by the Board upon sufficient evidence fairly support the inference that such full freedom was not restored and that advantage was taken by the employer of the existing organization and of the authority of certain members of its Assembly which adhered to them by reason of their offices in that organization. The acts of assistance and interference on the part of respondent in the organization of the new labor organization could not be judged in isolation by themselves alone. If that were possible, the holding would have to be that the acts did not amount to the domination or interference prohibited by the Act. But only a few days intervened between the respondent's posting its declaration of the impossibility of continuing the old organization and the completion of the new organization and the recognition thereof by the employer. The facts found by the Board upon substantial evidence sufficiently sustain its finding that there was a material degree of interference and domination on the part of the respondent in the formation

> and administration of the new labor organization.

See, also, *Kansas City Power & Light Co.* v. *National Labor Relations Board*, 111 F. (2d) 340, 344–347 (C. C. A. 8th); *National Labor Relations Board* v. *Rath Packing Co.*, decided October 31, 1940 (C. C. A. 8th).

In addition to the Second and Eighth Circuits, the Third, Fifth, and Tenth Circuits, and even in one case the court below (the Seventh Circuit), have likewise, in enforcing orders requiring the disestablishment of inside unions formed in the spring of 1937 to succeed precedent employee representation plans, attached significance to the circumstance that persons active in the transformation had been officers or representatives under the old plans.[22] And in *System Federation No. 40* v.

[22] *Union Drawn Steel Co.* v. *National Labor Relations Board*, 109 F. (2d) 587, 591 (C. C. A. 3d); *Republic Steel Corp.* v. *National Labor Relations Board*, 107 F. (2d) 472, 476–477 (C. C. A. 3d), modified on another point, No. 14, this Term, decided November 12, 1940; *Texas Co.* v. *National Labor Relations Board*, 112 F. (2d) 744 (C. C. A. 5th); *National Labor Relations Board* v. *J. Greenebaum Tanning Co.*, 110 F. (2d) 984, 985–986 (C. C. A. 7th), certiorari denied, No. 152, this Term; *Swift & Co.* v. *National Labor Relations Board*, 106 F. (2d) 87, 92–95 (C. C. A. 10th); *Continental Oil Co.* v. *National Labor Relations Board*, 113 F. (2d) 473, 483–484 (C. C. A. 10th), pending argument on another point, No. 413, this Term. The Report of the House Committee on Labor on the bill which became the Act refers to employee representatives under a company-dominated plan of employee representation as "an active group of propagandists among the employees for the type of employee representation the company would prefer to deal with." H. Rept. No. 1147, 74th Cong., 1st Sess., p. 18.

Virginian Ry. Co., 11 F. Supp. 621, affirmed, 84 F. (2d) 641 (C. C. A. 4th), affirmed, 300 U. S. 515, the decree directing disestablishment of the second in point of time of the two labor organizations there alleged to be company dominated, rested largely upon evidence that one Hearne, while an officer of the first organization, helped to organize the second and became its General Chairman (11 F. Supp., at 627).[23]

In *International Association of Machinists* v. *National Labor Relations Board*, 110 F. (2d) 29, 43, the Court of Appeals for the District of Columbia, approving findings by the Board that employees who had previously organized a company union were subsequently active in introducing and obtaining employee acceptance of an A. F. of L. affiliate which the employer favored, held that the employer was answerable for the coercive acts of those employees. It said:

> Acme Welfare was a company union. It follows necessarily that its leading promoters were company representatives. Men accustomed to such submission seldom regain

[23] It is no answer to point out, as the company did in the court below, that Salmons, the initiator of the Amalgamated, was likewise a representative under the Plan. Salmons was acting in open rebellion against the then-entrenched Plan, and his sponsorship of the Amalgamated, unlike the activity of his fellow representatives on behalf of the Independent, was promptly met with discharge. Plainly, no employee could for a moment suppose that Salmons' connection with the Amalgamated connoted company approval of that organization.

> independence overnight. The interval, if there was one, required for the transfer of allegiance * * *, from Acme Welfare and the company to I. A. M. was too brief for disruption of the old and basic loyalty. The evidence supports the conclusion that it was not disrupted, but continued, though manifested in less obvious but more effective form. All that they did, therefore, is imputable to the company.

Similarly this Court, in affirming the judgment of the Court of Appeals, held that the Board might properly take into account "the fact that the employee-solicitors had been closely identified with the company union until their quick shift to petitioner" (the A. F. of L. affiliate). No. 16, this Term, decided November 12, 1940.

The foregoing principles were entirely disregarded by the court below in the present case. Rather, its opinion treated the facts in such a way as to render these principles inapplicable. Thus, although noting that the company had defrayed all expenses of the Plan (R. 1567), there is no recognition in the opinion that the company's maintenance of the Plan from July 5, 1935, until April 19, 1937, violated the Act. Nor apparently did the court regard the findings concerning the discharge of Novak and the 20 years of industrial espionage, which it accepted (R. 1572), as evidencing company hostility toward the Amalgamated; instead, it referred (R. 1570) to testimony (R. 282) by an organizer for the Amalgamated that he had never

heard Manager Berry say anything hostile to that union, evidence surely of insignificant probative force. The extensive participation by all the employee representatives under the Plan in initiating the Independent and obtaining its acceptance by the employees, was entirely ignored by the court. This omission, coupled with the court's remark that Linde, one of the organizers, "had never approved of the Employees Representative Plan" (R. 1568), wholly distorts the record. Likewise, the court did not mention the continued existence of the Plan during the period when the employees were being herded into the Independent, or the fact that the Plan's termination was timed to the day with the Independent's demand for recognition; it merely noted, attributing no weight to what occurred before the grant of exclusive recognition and obscuring the fact that the two events were almost simultaneous, that "the undisputed evidence discloses that the Employees Board was completely dissolved and abandoned prior to the recognition of the Independent" (R. 1570).

2. The considerations which we have already stated establish, we submit, the illegality of the Independent even had the company altogether refrained from new acts of interference and support coincident with the formation of the Independent. In fact, however, the company's conduct at that time additionally stamped the dominated character of the Independent. Thus, the open, systematic,

and exhaustive solicitation which the company allowed the Independent's organizers to carry on throughout the plant during working hours without interference by the supervisory staff (*supra*, pp. 15–17), is a recognized hallmark of employer support to a labor organization and interference with its affairs. E. g., *National Labor Relations Board* v. *Bradford Dyeing Association*, 310 U. S. 318, 333–335; *National Labor Relations Board* v. *Fansteel Metallurgical Corp.*, 306 U. S. 240, 250, 262, enforcing 5 N. L. R. B. 930, 935, 946–947.[24] "The freedom of activity permitted one group and the close surveillance given another may be more powerful support for the former than campaign promises." *International Ass'n of Machinists* v. *National Labor Relations Board*, No. 16, this Term, decided November 12, 1940.[25]

---

[24] Accord: *Titan Metal Mfg. Co.* v. *National Labor Relations Board*, 106 F. (2d) 254, 258 (C. C. A. 3rd), certiorari denied, 308 U. S. 615; *National Labor Relations Board* v. *Wallace Mfg. Co.*, 95 F. (2d) 818, 820 (C. C. A. 4th); *National Labor Relations Board* v. *Lane Cotton Mills*, 111 F. (2d) 814, 816 (C. C. A. 5th), pending decision on petition for certiorari, No. 508, this Term; *H. J. Heinz Co.* v. *National Labor Relations Board*, 110 F. (2d) 843, 847 (C. C. A. 6th), pending argument, No. 73, this Term; *National Labor Relations Board* v. *J. Greenebaum Tanning Co.*, 110 F. (2d) 984, 986 (C. C. A. 7th), certiorari denied, No. 152, this Term; *Hamilton-Brown Shoe Co.* v. *National Labor Relations Board*, 104 F. (2d) 49, 52 (C. C. A. 8th); cf. *Texas & N. O. Ry. Co.* v. *Brotherhood of Railway Clerks*, 281 U. S. 548, 560.

[25] The court below disposed of the wholesale solicitation on company time and property by stating that "some of the

So, too, the direct participation in the Independent membership campaign of Foreman Siskauskis, Assistant Superintendent Olson, Foreman Nyberg, Foreman McKinney, Night Boss Belov, and Employment Manager Staskey (*supra*, pp. 17–19), clearly establishes company domination,

---

signatures were obtained during working hours, but the majority were obtained outside of working hours" (R. 1568). This statement was apparently based on the testimony of Linde, one of the organizers of the Independent, that "a few" signatures were obtained during working hours but that the "great majority" of the names were signed before or after work, or at noon (R. 717). While this testimony was not directly controverted, it seems of doubtful veracity in view of the wholesale solicitation on company time. See *supra*, pp. 15–20. The Board made no finding as to whether the majority of the signatures were obtained during working hours, and that issue is, in any event, plainly beside the point: it is not essential that the solicitation on company time also result in the final act of signing on company time, whether by a majority, or by any, of the employees in order for its occurrence to support findings that Section 8 (2) was violated.

The court also minimized the extensive and systematic solicitation on behalf of the Independent by finding that both the Amalgamated and the Independent organizers "engaged to some extent in union activities on company time" (R. 1569). While there was some solicitation on behalf of the Amalgamated during working hours (R. 862, 894–895, 900, 910, 913, 916, 918, 921, 1060), the record shows that these were scattered instances of soliciting a few individuals ranging over a period of several years, and leaves no doubt that the solicitation was neither of the magnitude nor of the open, organized, and mass character of that carried on for the Independent. Four witnesses called by the Independent testified they had not seen a single instance of solicitation on behalf of the Amalgamated (R. 851, 889, 873, 829), and the Board found, upon substantial evidence, that the immediate

interference, and support. *National Labor Relations Board* v. *Bradford Dyeing Association*, 310 U. S. 318, 334–337; *National Labor Relations Board* v. *Pennsylvania Greyhound Lines, Inc.*, 303 U. S. 261, 268–269; *National Labor Relations Board* v. *Pacific Greyhound Lines, Inc.*, 303 U. S. 272, 273, 274; *National Labor Relations Board* v. *Fansteel Metallurgical Corp.*, 306 U. S. 240, 250, 262, enforcing 5 N. L. R. B. 930, 935; *National Labor Relations Board* v. *American Mfg. Co.*, 106 F. (2d) 61, 64, 68 (C. C. A. 2d), modified and affirmed, 309 U. S. 629.[26] The positions and au-

superior of Salmons, the most active Amalgamated organizer, was unaware that he engaged in solicitation (R. 1540; 1006, 154, 168, 1234). There is no indication that, as in the case of the Independent, the supervisors were aware of or countenanced solicitation for the Amalgamated.

[26] Accord: *Republic Steel Corp.* v. *National Labor Relations Board*, 107 F. (2d) 472, 475, 476 (C. C. A. 3d), modified on another point, No. 14, this Term, decided November 12, 1940; *Union Drawn Steel Co.* v. *National Labor Relations Board*, 109 F. (2d) 587, 590–591 (C. C. A. 3d); *National Labor Relations Board* v. *Elkland Leather Co.*, 114 F. (2d) 221, 223–224 (C. C. A. 3d), certiorari denied, No. 496, this Term; *Virginia Ferry Corp.* v. *National Labor Relations Board*, 101 F. (2d) 103, 105–106 (C. C. A. 4th); *National Labor Relations Board* v. *Brown Paper Mill Co.*, 108 F. (2d) 867, 870 (C. C. A. 5th), certiorari denied, 310 U. S. 651; *H. J. Heinz Co.* v. *National Labor Relations Board*, 110 F. (2d) 843, 847 (C. C. A. 6th), pending argument, No. 73, this Term; *National Labor Relations Board* v. *J. Greenebaum Tanning Co.*, 110 F. (2d) 984, 986 (C. C. A. 7th), certiorari denied. No. 152, this Term; *National Labor Relations Board* v. *Christian Board of Publication*, 113 F. (2d) 678, 682 (C. C. A. 8th); *Swift & Co.* v. *National Labor Relations Board*, 106 F. (2d) 87, 92–95 (C. C. A. 10th).

thority of these supervisory employees were clearly such as to make the company responsible for their activities in fostering the Independent.[27] *International Association of Machinists* v. *National Labor Relations Board,* No. 16, this Term, decided November 12, 1940. The attendance of Foreman Siskauskis and Foreman Grenis at the Independent's first general meeting (*supra,* p. 21) further reflects the company's illegal interference. *National Labor Relations Board* v. *Wallace Mfg. Co.,* 95 F. (2d) 818, 820 (C. C. A. 4th); *Cudahy Packing Co.* v. *National Labor Relations Board,* 102 F. (2d) 745, 748, 751 (C. C. A. 8th), certiorari denied, 308 U. S. 565.[28]

---

[27] Each of the foremen was in charge of an entire department (R. 932–936, 1025, 1070), supervising as many as 58 men (R. 935), directing and instructing them in their work (R. 983, 1026, 1052), and with power to recommend hiring and discharge (R. 931, 983, 1064, 1096). The foremen were relied on by the company for "maintenance of proper employee relations" (R. 1330–1331). Olson was assistant foundry superintendent as well as foreman of the steel floor (R. 285, 1046). Staskey hired employees in collaboration with department supervisors, and was "general contact man with the employees" (R. 992–993). Belov, although listed on the company's records as a non-supervisory employee (R. 1081), was regarded by the employees as their "night foreman" or "night boss" (R. 410, 416, 568, 630, 1220, 1225), occupied Day Foreman McKinney's office (R. 1220, 1221, 1223), distributed work and orders left by McKinney (R. 1223), gave employees new assignments when they finished a job (R. 1221), and was listed on the payroll as "night checker" (R. 1397–1409, 1094).

[28] The court below did not mention the most flagrant instance of supervisor solicitation, that by Foreman Siskaus-

The company's responsibility for the activities of these supervisory employees is not avoided by the finding of the court below, contrary to that of the Board (R. 1533–1534), that during 1936 Plant Manager Berry instructed the supervisory staff "to refrain from engaging in union activities" (R. 1569). The mere issuance of such instructions does not exhaust the employer's duty under the Act; he must, at the least, communicate his neutrality to the employees generally (*H. J. Heinz Co.* v. *National Labor Relations Board,* 110 F. (2d) 843, 847 (C. C. A. 6th), pending argument, No. 73, this Term; *Oughton* v. *National Labor Relations Board,* decided November 19, 1940 (C. C. A. 3d)), or take some other "effective means to stop repeated violations of the Act" (*Swift & Co.* v. *National Labor Relations Board,* 106 F. (2d) 87,

---

kis. It referred to Assistant Superintendent Olson's recruiting of a solicitor for the Independent as a simple act of explaining "to an employee the advantages of an inside union over an outside union" (R. 1571). It rejected, we submit improperly (*supra*, pp. 19–20), the findings relating to Employment Manager Staskey, and disposed of the participation by Foremen Nyberg and McKinney on the erroneous ground (*International Association of Machinists* case, *supra*) that they did not have power to hire and fire. The attendance of supervisors at the Independent's first membership meeting was likewise discounted. Foreman Grenis' attendance is not mentioned at all and the court below refers to Siskauskis as having attended "without participating" (R. 1571). There is evidence that Siskauskis voted concerning the adoption of the constitution prepared by the Independent's attorney (R. 435–436, see R. 1051, 1057, 1531); the Board made no finding upon this point.

93 (C. C. A. 10th)).[29] But even if the issuance of timely instructions of neutrality were sufficient to relieve the employer of responsibility, the evidence does not support the lower court's finding that they were timely issued in this case. Berry's initial testimony was that he discussed "labor" with his supervisory staff in 1936, and that after April 12, 1937, he gave definite instructions to the supervisory staff to remain neutral in union contests (R. 115[3]). On cross-examination Berry admitted, as the Board pointed out (R. 1533–1534), that he did not issue the instructions until after April 19, the date on which the Independent had concluded its membership drive and made its request for recognition (R. 1181–1182). Hence the Board properly concluded that the instructions were not issued until after they were "useless since a majority of the employees had joined the Independent, in a large part because of the attitude displayed by and the activities of the respondent's supervisors" (R. 1534). After the *fait accompli*, Berry's instructions plainly amounted to no more than lip service to the employees' right of free self-organization.

[29] There are no contrary decisions. See, also, *Consolidated Edison Co.* v. *National Labor Relations Board*, 305 U. S. 197, 230; *Consumers Power Co.* v. *National Labor Relations Board*, 113 F. (2d) 38, 44 (C. C. A. 6th); *National Labor Relations Board* v. *Falk Corporation*, 102 F. (2d) 383, 387 (C. C. A. 7th), Board order enforced in full, 308 U. S. 453; *Singer Mfg. Co.* v. *Rahn*, 132 U. S. 518, 522–523.

The conclusion that the Independent was brought into being with the company's vigorous aid, as a successor to the company-dominated Plan, in order to defeat genuine self-organization, is further reinforced by the striking fact that dissolution of the Plan and request for recognition of the Independent were concurrent events to the very day and that the company accorded exclusive recognition to the Independent even before it had held a membership meeting or been formally organized (*supra*, pp. 20–21). Such a hasty grant of recognition is a commonly recognized indication of employer support. *National Labor Relations Board* v. *Stackpole Carbon Co.*, 105 F. (2d) 167, 171–172 (C. C. A. 3rd), certiorari denied, 308 U. S. 605; *Titan Metal Mfg. Co.* v. *National Labor Relations Board*, 106 F. (2d) 254, 258 (C. C. A. 3rd), certiorari denied, 308 U. S. 615; *Continental Box Co.* v. *National Labor Relations Board*, 113 F. (2d) 93, 96 (C. C. A. 5th); *National Labor Relations Board* v. *Falk Corporation*, 102 F. (2d) 383, 388 (C. C. A. 7th), Board order enforced, 308 U. S. 453; *National Labor Relations Board* v. *Lund*, 103 F. (2d) 815, 817–818 (C. C. A. 8th).

The Board's conclusion that the Independent was not the result of "a free choice of the employees" but of the company's interference with and domination of their efforts toward self-organization (R. 1534), has a far more substantial basis than that held sufficient in *National Labor Rela-*

tions Board v. *Fansteel Metallurgical Corp.*, 306 U. S. 240. There the evidence established that some six months before the organization of the inside union disestablished by the Board, the management had made an unsuccessful attempt to form such a union. After a strike, which virtually destroyed the outside union involved in the case, an inside union, in the formation of which the employer was not shown to have had any direct hand, did emerge. The Board found that this organization was a result of the prior campaign and that its emergence could not be regarded as a product of the employees' free will. The Court held that there was "substantial evidence that the formation of this organization was brought about through promotion efforts of respondent contrary to the provision of Section 8 (2)" (306 U. S., at 262). Compare *National Labor Relations Board* v. *Brown Paper Mill Co.*, 108 F. (2d) 867, 870–871 (C. C. A. 5th), certiorari denied, 310 U. S. 651; *Titan Metal Mfg. Co.* v. *National Labor Relations Board*, 106 F. (2d) 254, 257–259 (C. C. A. 3d), certiorari denied, 308 U. S. 615. The company's "promotion efforts" in the present case thus went far beyond those proved in the *Fansteel* case and the Board's findings that the company dominated, interfered with, and supported the Independent are plainly supported by substantial evidence.

C. The order requiring the company to disestablish the Independent is valid

The Board's order required the company to cease and desist from its domination and interference, and to withdraw recognition from and completely disestablish the Independent as bargaining representative (R. 1553). Continued recognition of the Independent, the Board found, would constitute "an obstacle to collective bargaining through freely chosen representatives" (R. 1551). To draw this inference of fact was well within the Board's discretion. *National Labor Relations Board* v. *Pacific Greyhound Lines Inc.*, 303 U. S. 272, 275. As this Court has said, "The continued existence of a company union established by unfair labor practices or of a union dominated by the employer is a consequence of violation of the Act whose continuance thwarts the purposes of the Act and renders ineffective any order restraining the unfair practices." *Consolidated Edison Co.* v. *National Labor Relations Board*, 305 U. S. 197, 236. In view of the fact that from the inception of the Plan in 1933 until the present day, the company's employees have been saddled continuously with a company-sponsored labor organization, and thus frustrated in their right to exercise an unimpeded choice of bargaining representatives, the Board was clearly entitled to find that "the effects of the long practice cannot be eliminated and the employes rendered

entirely free to act upon their own initiative without the complete disestablishment of" the Independent, the Plan's lineal and functional successor. *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241, 250; *National Labor Relations Board* v. *Pennsylvania Greyhound Lines, Inc.*, 303 U. S. 261; *National Labor Relations Board* v. *Pacific Greyhound Lines, Inc.*, 303 U. S. 272; *National Labor Relations Board* v. *Fansteel Metallurgical Corp.*, 306 U. S. 240; *National Labor Relations Board* v. *Falk Corp.*, 308 U. S. 453; *National Licorice Co.* v. *National Labor Relations Board*, 309 U. S. 350; *National Labor Relations Board* v. *Bradford Dyeing Ass'n*, 310 U. S. 318. The "potent imponderables permeating this entire record" plainly warranted the Board's exercise of the power granted "the Board not the courts to determine how the effect of prior unfair labor practices may be expunged." *International Association of Machinists* v. *National Labor Relations Board*, No. 16, this Term, decided November 12, 1940.

II

There is substantial evidence supporting the Board's findings that the company discriminated against certain of its employees in violation of Section 8 (1) and (3) of the Act

The Board found that the company, in violation of Section 8 (1) and (3) of the Act, discharged Louis Salmons, Mike Karbel, Nick Cumorich, and

John Kalamarie because of their union membership and activity, and required Peter Solinko to join the Independent as a condition of employing his son, Frank Solinko (R. 1525–1526, 1532–1533, 1537–1540, 1542–1544, 1547–1550). The court below rejected these findings as unsupported by substantial evidence (R. 1569–1574). We think these findings have the requisite support and that the corresponding provisions of the Board's order were, therefore, entitled to full enforcement.[30]

Salmons.—Salmons, having become dissatisfied with the Plan under which he was an employee representative, began in September 1936 to form the Amalgamated (*supra*, p. 13). About September 15, with the assistance of seven other employees, he passed out 50 membership application cards bearing his name as "organizer" (R. 152–153, 189, 196, 1229, 1232–1233, 1412), some of which were

[30] The Board, as has been noted (*supra*, p. 6, note 5), ordered no affirmative relief with respect to Salmons or the Solinkos. The findings as to their discriminatory treatment, therefore, merely constitute additional support for the cease-and-desist provisions contained in paragraph 1 (b) of the Board's order (R. 1554), which the court below enforced (R. 1581), solely because of its acceptance of the findings as to Novak (R. 1572). We, nevertheless, discuss the validity of the Board's findings as to Salmons and the Solinkos, because they bear directly upon the findings of domination, interference with, and support of the Independent (*supra*, pp. 11–42), and because they constitute a background for consideration of the validity of the Board's findings that Karbel, Cumorich and Kalamarie were discharged in violation of Section 8 (1) and (3) of the Act.

turned over to Manager Berry (R. 188–189, 1129). On September 21, the day following the Amalgamated's first organizing meeting (R. 153), Salmons was summoned to Berry's office and summarily discharged. According to Salmons, Berry accused him of "spreading union propaganda," and when he replied that the law guaranteed him that right, Berry ordered him to leave the premises in "half an hour" (R. 153, 169). Salmons' testimony finds strong confirmation in that of Novak, who was separately discharged on the same day (*supra*, p. 13).[21] Novak testified that he similarly was charged by Berry with being "an organizer and instigator for a union" and given "half an hour" to depart (R. 217–218, 699). The Board, as the fact-finding body, clearly was justified in crediting the mutually supporting testimony of Salmons and Novak (R. 1538), despite the version of Berry and another company official, Conroy, who testified that Berry expressly placed the discharges on the ground that the men were "spending more of the company's time organizing than * * * doing your work" (R. 1132, 1122, 1124). Particularly was the Board justified in accepting the Salmons-Novak testimony in light of the fact that even in the company witnesses' ver-

[21] The Board's finding that Novak was discharged in violation of the Act because Berry believed, although erroneously, that he had joined and assisted the Amalgamated (R. 1539, 1550), was sustained by the court below (R. 1572) and hence is not in issue in this Court.

sion Berry also charged the men with "organizing" and gave them "thirty minutes" to leave the company property (R. 1122, 1124, 1132).

The company asserts that it discharged Salmons (as it likewise asserted unsuccessfully in the court below with respect to Novak) because he engaged in union activity during working hours to such an extent as to impair his efficiency. It is conceded that Salmons passed out some membership application cards during working hours (R. 196, 208, 1232) and that he spoke about the Amalgamated to men near whom he happened to be working (R. 171), but there is substantial support for the Board's view that Salmons' advocacy of the Amalgamated, not the use of company time, constituted the real cause of his dismissal. Compare *National Labor Relations Board* v. *Bradford Dyeing Assn.*, 310 U. S. 318, 330–333. Indeed, Berry's own statement in discharging Salmons, that it was because he was "spreading union propaganda," in itself justifies the finding that the fatal offense in Berry's eyes was not the manner of advocacy but the subject matter—"union propaganda."

There is, moreover, other cogent evidence discrediting the contention advanced by the company. At the time Salmons was discharged, the company had no rule forbidding union activity during working hours. Froling testified that, as a Plan representative, he exercised the "privilege" of taking from 15 minutes to an hour at a time to confer with

the men during working hours (R. 815, 822). Salmons likewise, as a representative under the Plan, was permitted to leave his work and confer with the employees; moreover, about the same time he passed out the Amalgamated cards, he also passed out with company approval the constitution and bylaws of the Plan (R. 171, 196, 208, 213–214). The startling difference in treatment accorded Salmons as soon as he sought to further the Amalgamated instead of the Plan speaks for itself.

Nor does the record support the company's contention that Salmons' activities on behalf of the Amalgamated interfered with his work. All told, an aggregate of 50 cards was distributed by eight men including Salmons (*supra*, p. 45). It does not appear that all of these were distributed during working hours (See R. 1232). In passing out a card Salmons engaged in no conversation except to tell the recipient to take it home, sign, and return it (R. 189, 208, 1233). That this limited activity, as Salmons testified (R. 171, 210, 1229), caused no interference with the performance of Salmons' regular duties is plain from the fact that Salmons' foreman, Forss, admittedly was entirely unaware of Salmons' solicitation until Salmons told him of it after his discharge (R. 1006–1007; see also R. 154, 168, 1234).

Further confirmation that Salmons' elimination was motivated by hostility to his union views is supplied by the company's departure from its usual policy (R. 1154) of warning an employee

before discharging him. The Board found that Salmons received no warning or reprimand prior to his sudden dismissal (R. 1540).[32] Salmons had worked for the company for 14 years (R. 142); his efficiency is attested by the fact that he was the highest paid man in his department (R. 173). It passes belief that the company would peremptorily dismiss an employee of such long standing without any warning (and with the curt command to leave the plant in "half an hour") simply because of his distribution of a small number of cards during working hours; had the cards related to some other matter than the initiation of an outside union, it seems plain that Salmons would not have suffered the extreme penalty of discharge.[33]

Final proof of the discriminatory nature of the treatment of Salmons is afforded by the company's contrasting failure to impose any penalty or re-

[32] Berry's testimony that several weeks earlier he had observed Salmons talking to the sand slinger and told him to "keep moving" (R. 1131–1132, 1154), even if true, scarcely constitutes a warning of discharge. Salmons specifically denied this alleged incident and testified that throughout his employment he had never received any warning or reprimand whatever (R. 1228–1229, 210–211). The sand slinger did not testify. On this record the Board's finding that no warning was given to Salmons (R. 1540) was obviously proper.

[33] As the Seventh Circuit has itself said, "Section 8 (3) * * * refers to antiunion discrimination, that is, to a different treatment accorded union employees solely because of their union memberships or activities." *Montgomery Ward and Co., Inc.*, v. *National Labor Relations Board*, 107 F. (2d) 555, 564.

straint upon the organizers for the Independent when, thereafter, they openly engaged, during working hours, in far more active and widespread solicitation (*supra,* pp. 15–17). This, taken together with the hostility to outside unions voiced by Berry shortly before Salmons' discharge (*supra,* pp. 12–13), plainly warranted the Board in concluding that the company's true motivation in ridding itself of Salmons was not his use of company time but the fact that the "union propaganda" which he was "spreading" was not the company-favored brand.[34]

Peter Solinko and Frank Solinko.—We have heretofore set forth (*supra,* pp. 19–20) the evidence supporting the Board's finding (R. 1532–1533) that in April 1937, Employment Manager Staskey conditioned the employment of Frank Solinko upon the acceptance of membership in the

[34] The court below, rejecting the Board's finding that Salmons was ousted because of his union activities, made no reference whatever to the Board's subsidiary findings and the evidence supporting them. It stated only that the Board should have accepted the testimony of Berry and Conroy that Salmons had been discharged for soliciting on company time (R. 1570–1571). The court also referred to the testimony of Foreman Forss as supporting its finding (R. 1570–1571). However, Forss did not testify concerning the reason for the discharge of Salmons (R. 1005–1011; see also R. 153–154, 168, 1234). Forss testified that he had never seen Salmons engaged in solicitation and was unaware that Salmons had solicited until Salmons told him of it after his discharge (*supra,* p. 48).

Independent by his father, Peter Solinko. This conduct of the company, as the Board found (R. 1550), clearly constituted discrimination in regard to the terms and conditions of employment of Peter Solinko and in regard to the hire of Frank Solinko, encouraging membership in the Independent and discouraging membership in the Amalgamated. Hence it violated Section 8 (1) and (3) of the Act.

Karbel and Cumorich.—Karbel and Cumorich were employed on the night shift which Night Boss Belov, upon instructions from Day Foreman McKinney, solicited for membership in the Independent in April 1937 (*supra*, pp. 18–19). Karbel and Cumorich refused to join at Belov's solicitation (R. 410–411, 561, 568, 1225) and in the latter part of April became members of the Amalgamated (R. 409–410, 562, 567). On May 19, upon orders from Foreman McKinney, they were discharged by Belov.

The company's claim is that Karbel and Cumorich were discharged for inefficiency. McKinney testified that he had repeatedly warned both men that their work was unsatisfactory (R. 1076–1077, 1092) and that he ordered their discharge when time studies demonstrated that the two men were inefficient (R. 1073, 1077, 1419). Both Karbel and Cumorich, on the other hand, testified that neither McKinney nor anyone else had ever warned them

or criticized their work (R. 417, 563, 1218–1219, 1226); they further testified that Night Boss Belov, at the time of their discharge, stated that they were good workmen and that he did not know the reason for their discharge (R. 411–412, 415, 562–563, 1222, 1227). Belov did not take the stand to deny this. The Board, crediting the testimony of Karbel and Cumorich and rejecting that of McKinney, found that Karbel and Cumorich had never been warned that there was anything wrong with their work (R. 1544).

The Board also pointed out that there were certain obvious defects in the time studies (R. 1543–1544). The Cumorich study (Resp. Exh. 32, R. 1419) is not a relative comparison of his work with that of other men but an efficiency rating based on the time taken to perform certain operations as against a fixed "manit" or "allowed minutes" time (Resp. Exh. 30, R. 1415). But whereas this rating was based on the time taken to do cleaning and grinding operations, Cumorich worked principally as a common laborer (R. 409, 415, 1219, 1282) so that his efficiency could not properly be rated by this test. The company's expert, Peters, who had made the study, was completely confused and unable to explain this inconsistency (R. 1032–1033, 1282).

The Karbel study is equally unpersuasive. This analysis purports to compare Karbel with 5 other employees doing allegedly similar work, and also to rate him on an absolute "manit" scale (Resp.

Exh. 31, R. 1419). The men with whom he was compared, however, were all on the day shift (R. 1279), while Karbel was on the night shift. Foundry Superintendent Skeates testified that to make a fair comparison it would be necessary to compare Karbel with the men "working on that same crew that same night" (R. 983), and no explanation was given why such a comparison was not made. Further, some of the men with whom Karbel was compared were employed at a higher hourly rate of pay, implying an acknowledged superiority (R. 1273). The work compared was also somewhat dissimilar, with different piecework rates applicable to different jobs (R. 1275). The Board specifically found that the time studies do not "reflect with any degree of precision the relative efficiency of Karbel or Cumorich. * * * we do not believe that respondent discharged either man because of anything disclosed by Peters' time study" (R. 1544).

On this evidence we submit that the Board was entirely justified in concluding that inefficiency was not the true reason for the discharge of Karbel and Cumorich. As the court held in *Hartsell Mills Co.* v. *National Labor Relations Board*, 111 F. (2d) 291, 293 (C. C. A. 4th):

> It must be remembered, in this connection, that the question involved is a pure question of fact; that, in passing upon it, the Board may give consideration to circumstantial evidence as well as to that which is direct:

that direct evidence of a purpose to violate the statute is rarely obtainable; and that where the finding of the Board is supported by circumstances from which the conclusion of discriminatory discharge may legitimately be drawn, it is binding upon the courts, as they are without power to find facts or to substitute their judgment for that of the Board.

The significant coincidence in time between the men's resistance to the efforts of McKinney to convert them to the company's choice of representatives—the Independent, and McKinney's decision to make time studies of their work; the absence of any claim of inefficiency or any time study during Karbel's previous seven years of employment (R. 560–561, 1033–1034); and the statement of their immediate superior, Night Boss Belov, that they were good workmen and that he did not know the reason for their discharge, constitute persuasive evidence from which the Board reasonably could draw the inference that their union views, not any lack of efficiency, constituted the actual cause of their dismissal.[35]

[35] The court below, in rejecting the Board's findings as to Karbel and Cumorich, disposed of their refusal of Night Boss Belov's solicitation to join the Independent, carried out upon Foreman McKinney's orders, with the observation that "Karbel and Cumorich testified that an employee had asked them to join the Independent" (R. 1572). The court's further statement that there was no evidence showing that the company was aware of their membership in the Amal-

Kalamarie.—Kalamarie was another employee who rejected the solicitation of Foreman McKinney and Night Boss Belov on behalf of the Independent (*supra,* pp. 18–19; R. 622–623, 630–632). In March 1937 Kalamarie joined the Amalgamated and became an active figure therein, enlisting other employees, and serving on the union grievance committee (R. 621–622, 627). In the middle of November 1937, as a member of that committee, he called on Plant Manager Berry to protest the lay-off of a union employee (R. 627, 1164). A few days after this visit, Kalamarie's immediate superior, Night Boss Belov, received written instructions from Day Foreman Morley to lay Kalamarie off for a week if his work showed no improvement (R. 627–628, 635, 637, 1025–1026). About two weeks later, in the course of a general reduction of force, Kalamarie was permanently laid off, allegedly for lack of work as a welder (R. 624, 954).[36]

As the Board recognized (R. 1548), Kalamarie's services as a *welder* were no longer needed at the time of his layoff. But until his promotion to welding a few months earlier, Kalamarie for a

---

gamated takes no account of the Board's findings (*supra,* p. 14), upheld by the court (R. 1572), that the company's labor spy was at that time a member and committeeman of the Amalgamated and attended its meetings (R. 112–113, 137–138, 145–146).

[36] The company has never contended that Kalamarie's alleged unsatisfactory work—which Kalamarie denied (R. 628, 635)—had anything to do with his lay-off.

year and a half had been an acetylene burner (R. 624–625, 628, 630, 954, 1208), and when promoted he was specifically told that he could return to acetylene burning if his work as a welder ran out (R. 1209). Nevertheless, three men junior to Kalamarie as acetylene burners, two of whom he had "broken in," were retained when he was let go.[37] Kalamarie promptly protested to Foundry Superintendent Skeates that he was entitled to be kept on as an acetylene burner in preference to those men (R. 624–625). Skeates did not deny Kalamarie's priority, but assured Kalamarie that the other acetylene burners also were to be laid off in "a day or so" (R. 625). Actually, however, they were retained until shortly before the hearing, more than 3 months later (R. 625, 1374).

In purported explanation of the failure to retain Kalamarie, company witnesses testified that the company followed a policy of "seniority within the occupation" under which it did not "step back" employees to positions formerly held. But the foundry superintendent, Skeates, who admittedly had complete authority over questions of seniority in the foundry (R. 981, 984), testified that the seniority policy was "very tentative" (R. 986),

[37] Thiele, an acetylene burner or "cut-off" man (R. 1211–1213, 1374, 954); Kouna, who worked as an acetylene burner, though listed as a "cut-off" laborer (R. 625, 1020–1021, 1211–1213, 1374); and Melcoskey, who worked part of the time as an acetylene burner, though listed as a chipper (R. 625, 959–960, 1020–1021, 1374).

that under company practice an employee retained his original seniority standing if promoted to another position in the same department (R. 967), and that in the event of a lay-off he would "step back" an employee within the department if the employee requested it (R. 985–986.[38] His attempted explanations that Kalamarie, nevertheless, was not "stepped back" to the position of acetylene burner because he "didn't ask to be put back" (R. 976–977, 991, see also R. 1089) and because there were no acetylene burners junior to Kalamarie (R. 978, 991), are in conflict with the facts (*supra*, p. 56) as found by the Board (R. 1548).

In this state of the evidence, the Board was clearly entitled to reject the company's claim that a policy of "seniority within the occupation" compelled it to lay off Kalamarie, and to find as it did that Kalamarie would not have been laid off had not the company been anxious to rid itself of a union leader. Kalamarie's visit to Berry as a committeeman was promptly followed by a succession of steps looking toward his lay-off, first on the ground of unsatisfactory work, then on the different ground of slack work. His claim of seniority as an acetylene burner was rejected initially upon the false ground that the men in that category

[38] Skeates also conceded that the steel cleaning room in which Kalamarie continuously worked both as acetylene burner and welder (R. 621, 628, 630, 1209, 1383) constituted a single department (R. 974, 980, 986, 989).

also were to be laid off; and finally the company fell back on the equally groundless claim that Kalamarie had forfeited his seniority through promotion. That this series of devices was but another instance of the company's demonstrated hostility to the Amalgamated, was an inference justified by the record. That conclusion is reinforced, as the Board noted (R. 1548), by the striking fact that Kalamarie was the only employee hired as early as 1935 (R. 1383, 621, 954) who was laid off in any department of the foundry (Resp. Exhs. 6–19, R. 1383–1392).[30] The Board's finding that Kalamarie's ostensible lay-off was actually a discharge for union activity is, we submit, supported by substantial evidence.

Upon the findings of violation of Section 8 (1) and (3) of the Act the validity of the Board's order requiring the company to cease and desist from its unfair practices and to reinstate Karbel, Cumorich, and Kalamarie with back pay, is not open to question. *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1; *National Labor Relations Board* v. *Mackay Radio & Telegraph Co.*, 304 U. S. 333; *Consolidated Edison Co.* v. *National Labor Relations Board*, 305 U. S. 197; *National Labor Relations Board* v. *Bradford Dyeing Ass'n*, 310 U. S. 318.

---

[30] Manager Berry testified that the company decided at the time of the 1937 recession to lay off its employees hired in 1937 before laying off those hired in 1936, and those hired in 1936 before those hired in 1935 (R. 1169–1170).

CONCLUSION

It is respectfully submitted that the judgment of the lower court, insofar as it fails to enforce the order of the Board against the company, should be reversed, and the cause remanded with directions that the order be enforced in full.

FRANCIS BIDDLE,
Solicitor General.

CHARLES FAHY,
Assistant Solicitor General.

THOMAS E. HARRIS,
Special Assistant to the Attorney General.

ROBERT B. WATTS,
[redacted] General Counsel,

LAURENCE A. KNAPP,
Assistant General Counsel,

MORRIS P. GLUSHIEN,
Attorney,
National Labor Relations Board.

NOVEMBER 1940.

APPENDIX

The pertinent provisions of the National Labor Relations Act (Act of July 5, 1935, c. 372, 49 Stat. 449; 29 U. S. C., Supp. V, Sec. 151 *et seq.*) are as follows:

> SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.
>
> SEC. 8. It shall be an unfair labor practice for an employer—
>
> (1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.
>
> (2) To dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: * * *.
>
> (3) By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: * * *.
>
> * * * * * *
>
> SEC. 10.
>
> (c) * * * If upon all the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair

labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of this Act. * * *

* * * * * *

(e) The Board shall have power to petition any circuit court of appeals of the United States (including the Court of Appeals of the District of Columbia), or if all the circuit courts of appeals to which application may be made are in vacation, any district court of the United States (including the Supreme Court of the District of Columbia), within any circuit or district, respectively, wherein the unfair labor practice in question occurred or wherein such person resides or transacts business, for the enforcement of such order and for appropriate temporary relief or restraining order, and shall certify and file in the court a transcript of the entire record in the proceeding, including the pleadings and testimony upon which such order was entered and the findings and order of the Board. * * * The findings of the Board as to the facts, if supported by evidence, shall be conclusive. * * * The jurisdiction of the court shall be exclusive and its judgment and decree shall be final, except that the same shall be subject to review by the appropriate circuit court of appeals if application was made to the district court as hereinabove provided, and by the Supreme Court of the United States upon writ of certiorari or certification as provided in sections 239

and 240 of the Judicial Code, as amended (U. S. C., title 28, secs. 346 and 347).

(f) * * * the findings of the Board as to the facts, if supported by evidence, shall in like manner be conclusive.

U. S. GOVERNMENT PRINTING OFFICE: 1940

Blank Page

Blank Page

FILE COPY

OFFICE - Supreme Court, U. S.
FILED
AUG 24 1940
CHARLES ELMORE CROPLEY
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1940.

No. 235

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

LINK-BELT COMPANY, A CORPORATION,
Respondent.

BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT.

HERBERT POPE,
HENRY E. SEYFARTH,
OWEN FAIRWEATHER,
L. C. SHAW,
120 South La Salle Street,
Chicago, Illinois,
Counsel for Link-Belt Company.

THE BLAKELY-MARION PRINTING COMPANY, 310 WEST JACKSON, CHICAGO

Blank Page

TABLE OF CONTENTS.

PAGE

I. The court below neither passed upon the credibility of witnesses nor rejected the subsidiary findings of the Board 4

The court below engaged in permissible review of the Board's order 7

II. The decision of the lower court does not create a conflict with other circuits 10

The "successor" organization cases cited by petitioner are not inconsistent with the case at bar 12

Petitioner's "hire and fire" cases are consistent with the case at bar 15

Conclusion 20

TABLE OF CASES CITED.

Ballston-Stillwater Knitting Co. v. National Labor Relations Board, 98 F. (2d) 758 6

Consolidated Edison Co. v. National Labor Relations Board, 305 U. S. 197 9

Continental Oil Co. v. National Labor Relations Board, (C. C. A. 10), decided June 14, 1940 14

Cudahy Packing Co. v. National Labor Relations Board, 102 F. (2d) 745, cert. den. 308 U. S. 565 19

Cupples Company Manufacturers v. National Labor Relations Board, 106 F. (2d) 100 ..... 6, 16

H. J. Heinz Co. v. National Labor Relations Board, 110 F. (2d) 843, cert. granted June 3, 1940 17

International Association of Machinists v. National Labor Relations Board, 110 F. (2d) 29, cert. granted April 1, 1940 ..... 14, 16

Kansas City Power & Light Co. v. National Labor Relations Board, 111 F. (2d) 340 ..... 12, 13

National Labor Relations Board v. A. S. Abell Co., 97 F. (2d) 951 (C. C. A. 4) 17

National Labor Relations Board v. American Manufacturing Co., 106 F. (2d) 61 ..... 13, 14, 15

National Labor Relations Board v. Greenebaum Tanning Co., 110 F. (2d) 984 (C. C. A. 7) 13, 14

National Labor Relations Board v. Bradford Dyeing Ass'n, (U. S. Sup. Ct.), decided May 20, 1940 9

National Labor Relations Board v. Brown Paper Mill Co., 108 F. (2d) 867 (C. C. A. 5), cert. denied June 3, 1940 14

National Labor Relations Board v. Newport News Shipbuilding & Dry Dock Co., 308 U. S. 241 13

National Labor Relations Board v. Pennsylvania Greyhound Lines, Inc., 303 U. S. 261 13
National Labor Relations Board v. Sunshine Mining Co., 110 F. (2d) 780 (C. C. A. 9) 17
National Labor Relations Board v. Swank Products, Inc., 108 F. (2d) 872 20
National Labor Relations Board v. Wallace Mfg. Co., 95 F. (2d) 818 19
National Labor Relations Board v. Waterman S. S. Co., 309 U. S. 206 ..... 9, 11
New York Central R. Co. v. Ambrose, 280 U. S. 486 .. 5
Republic Steel Corp. v. National Labor Relations Board, 107 F. (2d) 472, cert. granted May 20, 1940 .. 13
Texas Company v. National Labor Relations Board, (C. C. A. 5), decided June 19, 1940 14
Titan Metal Manufacturing Co. v. National Labor Relations Board, 106 F. (2d) 254, cert. denied, 308 U. S. 615 18
Swift & Co. v. National Labor Relations Board, 106 F. (2d) 87 (C. C. A. 10) 13, 18
Union Drawn Steel Co. v. National Labor Relations Board, 109 F. (2d) 587 (C. C. A. 3) 14
Virginia Ferry Corporation v. National Labor Relations Board, 101 F. (2d) 103 (C. C. A. 3) 16
Westinghouse Electric & Mfg. Co. v. National Labor Relations Board, decided June 10, 1940 (C. C. A. 2) 12, 13

Blank Page

IN THE

Supreme Court of the United States

OCTOBER TERM, 1940.

No. 235.

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

vs.

LINK-BELT COMPANY, A CORPORATION,

Respondent.

BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT.

This is in opposition to the petition for writ of certiorari to review the decree of the Circuit Court of Appeals (Seventh Circuit) affirming in part and modifying an order entered by the National Labor Relations Board (R. 1581-1582; 1519-1556).

The court below, in an opinion by Judge Kerner concurred in by Judge Major, held that there was no substantial evidence of company domination of the Independent so as to constitute it a dominated labor organization within the meaning of section 8 (2) of the Act, and refused enforcement of the order of disestablishment (R. 1565-1574). In this respect the decision of the lower court was unanimous, for Judge Treanor in a partially dissenting opinion held that while there was evidence of slight interference at the inception of the Independent, yet there was no substan-

tial evidence to support the Board's finding of domination and order of disestablishment (R. 1574-1580). Pursuant to an order entered by the court below on April 13, 1940, Link-Belt Company posted a cease and desist order forbidding interference of every kind contemplated under section 8 (1) of the Act (R. 1581-1583).[1]

---

1. IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Link-Belt Company and its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Lodge 1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America, or any other labor organization of its employees, by discharging or refusing to reinstate any of its employees in any other manner discriminating in regard to their hire and tenure of employment or any terms or conditions of their employment;

(b) Either directly or indirectly, engaging in any manner of espionage or surveillance, or engaging the service of any agency or individuals for the purpose of espionage or surveillance, upon its employees or upon any labor organization of its employees;

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid and protection, as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Make whole Joseph E. Novak for any loss of pay he may have suffered by reason of the Link-Belt Company's discrimination in regard to his hire and tenure of employment, by payment to him of a sum of money equal to that which he normally would have earned as wages from the date of his discharge to the date of his reinstatement, less his net earnings, other than earnings as a musician, during said period; deducting, however, from the amount otherwise due to him, monies received by him during said period for work performed upon Federal, State, county, municipal, or other work-relief projects; and pay over the amount so deducted to the appropriate fiscal agency of the Federal, State, county, municipal, or other government or governments which supplied the funds for said work-relief projects;

(b) Include Paul Bozurich, Harry Johnson, and Stanley Balcauski in the seniority list by classification which it maintains for all employees who were nondiscriminatorily laid off, and refrain from discriminating against Paul Bozurich, Harry Johnson, and Stanley Balcauski, when in accordance with its usual seniority rules, employment becomes available for any or all of them;

(c) Post immediately notices in conspicuous places throughout the 39th Street plant, stating: (1) that the Link-Belt Company will cease and desist as provided in paragraphs 1 (a), (b), and (c) of this Decree; (2) that the Link-Belt Company will take the affirmative action provided for in paragraph 2 (a) and (b) of this Decree;

(d) Maintain such notices for a period of at least sixty (60) consecutive days from the date of posting;

(e) Notify the Regional Director for the Thirteenth Region, in writing, within ten (10) days from the date of this Decree what steps the Link-Belt Company has taken to comply herewith.

This order drafted by the Board was not objected to by the Company.

The petition sets forth argumentatively the facts relied upon by the Board to support its order and seeks the review of this Court for the two following reasons:

1. The evidence of domination was substantial and the court below permitted itself too great a latitude of review (Pet. 8-25).

2. The decision of the court below creates a conflict with other circuits in the following respects:

(a) The replacement of the dominated representation plan by an inside successor organization without a substantial break in time or identity is evidence of domination (Pet. 25-27).

(b) The company was not responsible for the statements of supervisors because they had no authority to hire and fire (Pet. 28-30).

We contend that:

(1) There was no substantial evidence of domination when all of the evidence is considered; the court below followed the decisions of this Court and the Act; the court below neither ignored the findings of the Board nor substituted its own findings in lieu thereof, but accepted the findings of the Board and considered in conjunction therewith evidence which was overlooked by the Board which properly placed an entirly different aspect upon the issue of domination; and the evidence of vigorous collective bargaining between the Independent and the company taken in connection with all the other evidence left no substantial basis for the disestablishment of the Independent.

(2) There was no replacement of a dominated representation plan by an inside successor because the evidence found by the Board and accepted by the court below showed a complete dissolution of the representation plan followed by a substantial break in time before recognition of the Independent, which was a new labor organization in officers, leadership and legal structure; there was a total lack of evidence that the supervisors in question were acting on behalf of the company and the absence of any right to hire

and fire was not adopted as a rule of law but merely as another fact further demonstrating that these supervisors were not acting on behalf of the company. The decision of the court below on such evidence creates no conflicts in rules of law with other circuits, but demonstrates factual dissimilarity between the instant case and the cases in other circuits relied upon by petitioner.

I.

THE COURT BELOW NEITHER PASSED UPON THE CREDIBILITY OF WITNESSES NOR REJECTED THE SUBSIDIARY FINDINGS OF THE BOARD.

At no place in the opinion of the court below is the Board's judgment as to the credibility of witnesses altered. The court set forth the findings relied upon by the Board to sustain domination in the same order as set forth in the Board's decision.

The subsidiary findings of the Board from which it inferred domination of the Independent were accepted by the court below. Certain pertinent facts, overlooked by the Board, were considered in conjunction with the Board's subsidiary findings of fact.

Thus the Board found that a plan of representation, patterned to conform to the N.I.R.A., existed prior to recognition of the Independent, and that all plan representatives were active in the formation of the Independent and inferred therefrom the present domination of the Independent (R. 1524-1526; Pet. 12, 16). The court below did not disturb these findings of the Board but pointed out that the leader and chief organizer of the Independent, Linde, was never a representative of the representation plan (R. 1568, 713), that the officers of the Independent were not representatives of the plan (R. 1569, 737), and that Salmons and Lackhouse, leaders of the Amalgamated (the

competing labor organization), were both representatives of the plan (R. 1567-1570, 146, 305).

In the light of this uncontracted evidence, the court below rejected the inference of present domination of the Independent from the existence of the representation plan and the fact that certain plan representatives joined the Independent. That these men were natural plant leaders is more reasonable than that they were acting on behalf of the company.[2]

The Board found that the Independent presented proof of membership along with a recognition agreement to the plant manager on April 19, 1938; that the plant manager refused to sign the agreement without permission of the president; that after conferences with the president the recognition agreement was signed on April 21; and from this the Board concluded that the Independent was dominated (R. 1527-1528; Pet. 15, 21). The court below did not disturb these findings of fact but pointed out in addition thereto that the proof of the Independent's majority consisted of 760 signatures out of 1,000 eligible workers; that the plant manager examined for genuineness the membership cards in addition to the petitions submitted; and up to the time of recognition of the Independent there had been no demand for recognition by the Amalgamated (R. 1568, 1146).

In view of these undisputed facts, there could be no inference of domination from alleged hasty recognition. Any other course might have subjected the company to a charge of an unfair labor practice.

The Board sets forth that after petitions of the Independent were hectographed on a company machine (R. 1527; Pet. 13, 18), the Independent's organizers engaged in open and extensive solicitation throughout the plant

2. *New York Central R. Co. v. Ambrose*, 280 U. S. 486.

during working hours and the Board inferred that the members of the supervisory staff were aware of the campaign (Pet. 14). It concluded from such solicitation that the Independent was dominated. The court below did not disturb such findings but pointed out that the majority of signatures were obtained outside working hours (R. 1568) (a parallel finding was made in the Board's decision, R. 1533) and that the record showed that both the Amalgamated and the Independent engaged in union activities on company time (R. 1569).[3] This was acknowledged by the Board's Trail Examiner, who stated: "I think the record is pretty clear that it worked both ways." (R. 901, 1569.) The inference of domination disappears when no showing can be made that one competing union was treated differently from the other.[4] The record is replete with evidence of warnings given to both the Independent and the Amalgamated for soliciting during working hours.[5] The Board made no finding that the company had knowledge of the use of its hectograph machine and the undisputed evidence shows that the company neither authorized nor had knowledge of such use (R. 1041-1042).

The Board sets forth certain statements by minor supervisory employees at the beginning of organizational activity from which it inferred domination (Pet. 14-15, 19-20). The court below did not disturb these findings but pointed

3. Solicitation or collection of dues by the Amalgamated on company time: Szabo, R. 917; Nordine, R. 918; Johnston, R. 921; Workman, R. 900; Kubicki, R. 904; Sterling, R. 889; Lubenkov, R. 910; Speiser, R. 913; DeRuntz, R. 894; Smith, R. 895; Kovatch, R. 862; Froling, R. 822, 826, 827; Wright, R. 1060; Bailey, R. 881; Sullivan, R. 880; Salmons, R. 208.
Solicitation or collection of dues by the Independent on company time: Balcauski, R. 658, 660; Thomas, R. 540; Lackhouse, R. 529; Bozurich, R. 425, 426, 427; Kachka, R. 362; Thomas, R. 355; White, R. 348, 349; Sullivan, R. 344, 345, 346; F. Johnson, R. 314; F. Lackhouse, R. 282, 286, 287; Novak, R. 222, 224.

4. *Ballston-Stillwater Knitting Co.* v. *National Labor Relations Board*, 98 F. (2d) 758, 761 (C. C. A. 2); *Cupples Company Manufacturers* v. *National Labor Relations Board*, 106 F. (2d) 100, 108 (C. C. A. 8).

5. Warnings to Independent organizers: R. 829, 830, 816, 822, 800, 803, 701, 760, 781, 872.
Warnings to Amalgamated organizers: R. 317, 325, 334, 662.

out that some of the statements of such employees were non-coercive conversational remarks (R. 1571), that there was no showing that such minor supervisory employees had authority to speak on union matters nor that they were acting on behalf of the company. There was evidence that the men were not impressed by any such statements (R. 183, 282, 178). The statements were not a substantial basis for an inference of domination.

Finally the Board found that Salmons, leader of the Amalgamated, was discharged in September, 1936, for engaging in union activities (R. 1537-1540; Pet. 12, 16). The court did not disturb this finding but pointed out that Salmons' union activity admittedly took place on company time and that Salmons was rehired in December, 1936, after mediation by the Regional Director (Thirteenth Region) of the National Labor Relations Board upon the express understanding that he would not solicit and interfere with other employees on company time (R. 1569, 1570, 191). Salmons testified, as the court below pointed out, that he believed the Act gave him the right to organize on company time (R. 1569, 169). There was credible evidence that Salmons carried this mistaken belief to the point where he stopped the operation of a machine to solicit the operator (R. 1131-1132). Plant discipline required his discharge and the Trial Examiner so found (R. 1481). In view of this evidence, the discharging and rehiring of Salmons in 1936 could not support an inference of domination of the Independent in 1938.

The Court Below Engaged in Permissible Review of the Board's Order.

The court below neither passed upon the credibility of witnesses nor did it reject the subsidiary findings of the Board. As the order of disestablishment was not based

upon direct and positive evidence of domination but rather upon inference, the lower court was justified in passing upon the reasonableness of these inferences. It has been demonstrated above that the Board's findings of fact were accepted by the lower court—viz., there was a representation plan; the leaders of the representation plan were active in the formation of the Independent; recognition of the Independent came two days after the demand; the Independent engaged in soliciting on company time; certain supervisory employees made statements at the beginning of organizational activity; and Salmons was discharged in September, 1936 for union activity and was rehired in December, 1936.

The probative force of these facts found by the Board was altered by undisputed evidence overlooked by the Board—viz., the chief organizer of the Independent was Linde, who was never a representative of the representation plan; the officers of the Independent were not representatives of the plan while the two main leaders of the Amalgamated were representatives of the plan; the Independent's proof of majority consisted of 760 signatures out of 1,000 eligible employees; the plant manager examined for genuineness the membership cards and petitions; up to the time the Independent was recognized there had been no demand for recognition by the Amalgamated; both the Amalgamated and the Independent engaged in union activities on company time; the statements of minor supervisory employees were non-coercive conversational remarks; there was no showing that such supervisors had authority to speak on union matters nor that they were acting on behalf of the company; Salmons admitted engaging in union activity on company time and believed he had that right under the Act; Salmons was rehired in December, 1936, four months after he was discharged as a result of mediation by an agent of

the Board upon the express understanding that he would not solicit and interfere with other employees on company time.

Assuming only for the sake of argument that a legitimate inference of domination could be supported by the facts as found and considered by the Board, the presence of this other evidence destroyed the probative value of the facts relied upon.

With the bases upon which the Board relied for inferring domination thus weakened by the presence of facts not theretofore considered, the lower court properly accepted evidence of the inherent strength of the Independent, in its organization and in its bargaining with the company, as destroying the inference of domination. Circuit courts of appeals are not denied the right by statute or mandate of this Court to examine such other facts. *National Labor Relations Board* v. *Waterman S. S. Co.*, 309 U. S. 206; *National Labor Relations Board* v. *Bradford Dyeing Ass'n*, (U. S. Supreme Court) decided May 20, 1940; *Consolidated Edison Co.* v. *National Labor Relations Board*, 305 U. S. 197.

The Independent is an association incorporated under the laws of Illinois (R. 1448) and has two separate local unions (R. 728, 749). It has a constitution and by-laws, elects officers and shop stewards (R. 1444, 1314). It collects dues of fifty cents per month (R. 749) and at the time of the hearing had $3,000 in its bank account (R. 749, 850, 854). It hired an attorney to defend its independent status before the Board and through the courts (R. 749, 779). It had an agreement with the company on wages, hours and working conditions (R. 742-743, 1460) and had engaged over a long period of time in active collective bargaining which resulted in many concessions by the company. Up to the date of the hearing this bar-

gaining produced a five per cent bonus for all hourly pai employees in 1937 (R. 741) and a five per cent additiona bonus for all night workers (R. 744), vacation pay for me laid off in 1938 (R. 746), changes in the vacation pla (R. 745, 1467), changes in the seniority policy (R. 1466 and improved working conditions. The record shows 2 separate and distinct collective bargaining conference between representatives of the company and the Inde pendent up to the time of the hearing (R. 740-746). Thi does not include the great number of grievances settled b shop stewards and foremen (R. 747).

This direct, proximate and positive evidence of "n domination" destroyed the weak and illogical inference upon which a conclusion of "domination" was based The court below, in both majority and dissenting opin ions, could only hold that the order of disestablishmen of the Independent lacked substantial support in the evi dence.

II.

THE DECISION OF THE LOWER COURT DOES NOT CREATE A CONFLICT WITH OTHER CIRCUITS.

The Board argues that a conflict exists, first, becaus the court below did not accept as support for the Board' finding of domination the evidence that the Independent was formed and established while the representation plan existed and that the employee representatives under the plan were active in forming the Independent, (Pet. 25-27) and second, because the court below adopted the "hire and fire" test in holding that the company was not re sponsible for the activities of certain supervisors (Pet. 28-30).

The court below carefully considered the evidence of a "successor" organization and, after considering all of

the evidence, held that the fact that the plan preceded the Independent was not substantial evidence of domination (R. 1567-1568, 1570).

Likewise, the petitioner is plainly mistaken in contending that the court below adopted a "hire and fire" test for the purpose of holding that the company was not responsible for the activities of certain supervisors. The court below made no statement or holding that the power to hire and fire is a necessary prerequisite to the conclusion that the company is responsible for the statements of supervisory employees. The court below considered the activity of certain supervisory employees, found that there was no evidence to connect the company with their activity, and as one of the considerations stated that they had no right to hire and fire (R. 1571).

The petitioner urges that courts of appeals have laid down rules of law that whenever an independent "succeeds" an employee representation plan, the independent is dominated as a matter of law, and also whenever there is union activity by supervisory employees, the independent union is dominated. The fallacy is that the conflicts urged by the Board are not conflicts of law but are merely different results due to factual variations in each particular case. It is a conflict in legal principles, not factual differences, that is contemplated by this Court as a ground for granting certiorari.[6] The cases cited by petitioner do not show conflicts in legal principles but demonstrate the factual dissimilarity between those cases and the case at bar.

6. *National Labor Relations Board* v. *Waterman S. S. Co.*, 309 U. S. 206, 208; *United States* v. *Johnson*, 268 U. S. 220, 227.

THE "SUCCESSOR" ORGANIZATION CASES CITED BY PETITIONER ARE NOT INCONSISTENT WITH THE CASE AT BAR.

The Board discussed *Westinghouse Electric and Mfg. Co.* v. *National Labor Relations Board,* decided June 10, 1940 (C. C. A. 2), and *Kansas City Power and Light Co.* v. *National Labor Relations Board,* 111 F. (2d) 340 (C. C. A. 8), as cases holding that where an independent follows a representation plan in close temporal sequence, then the independent is dominated (Pet. 25-27). In both of these cases, as contrasted with the case at bar, there was positive evidence to link the representation plan to the independent and also to link the activities of the representatives who were active on behalf of the independent to the company.

In *Westinghouse Electric and Mfg. Co.* v. *National Labor Relations Board,* decided June 10, 1940 (C. C. A. 2) the independent was organized and its constitution planned at the last meeting of the representation plan. Thus there was no break between the representation plan and the independent. There was a complete absence of any evidence in that case that the independent engaged in active and successful bargaining, that the independent had its own attorney, collected dues or had substantial funds. Such evidence we have pointed out was present in the case at bar and is strong uncontradicted evidence to rebut any inference of domination (Brief, 9-10).

In *Kansas City Power and Light Co.* v. *National Labor Relations Board,* 111 F. (2d) 340 (C. C. A. 8) the Circuit Court of Appeals properly pointed out that there was no hiatus between the representation plan and the independent. There the constitution of the independent provided that the representation plan was to remain in existence until the constitution was adopted by the independent and the counselmen under the representation

plan were to continue to serve as committeemen under the independent.

Petitioner does not contend that there is any organizational defect in the case at bar such as was present in *National Labor Relations Board* v. *Pennsylvania Greyhound Lines, Inc.*, 303 U. S. 261, and *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Company*, 308 U. S. 241. In the case at bar the Company did not have any organizational control of the Independent Union, and for this reason petitioner could not assert that the case at bar is in conflict with any decisions of this Court.

In addition to *Westinghouse Electric and Mfg. Co.* v. *National Labor Relations Board*, decided June 10, 1940 (C. C. A. 2) and *Kansas City Power and Light Co.* v. *National Labor Relations Board*, 111 F. (2d) 340 (C. C. A. 8) petitioner also cites as inconsistent with the decision below other Circuit Courts of Appeals cases that hold the activity of former representatives on behalf of an independent union was support for the finding that section 8 (2) was violated (Pet. 27, n. 14). In the case at bar there is no evidence to connect the company with the former plan representatives and therefore with the Independent, but in each one of the cases cited by the petitioner there was positive evidence connecting the company with the plan representatives and the independent which standing alone was substantial evidence of domination. The positive evidence present in these cases supplies the evidentiary link to connect the company with the activities of the former plan representatives.

In *National Labor Relations Board* v. *American Manufacturing Co.*, 106 F. (2d) 61 (C. C. A. 2); *Republic Steel Corporation* v. *National Labor Relations Board*, 107 F. (2d) 472 (C. C. A. 3) cert. granted May 20, 1940; *National Labor Relations Board* v. *Greenebaum Tanning Co.*, 110 F. (2d) 984 (C. C. A. 7); *Swift & Co.* v. *National Labor Rela-*

tions Board, 106 F. (2d) 87 (C. C. A. 10) (Union paid one dollar for use of the company cafeteria); *National Labor Relations Board* v. *Brown Paper Mill Co.,* 108 F. (2d) 867 (C. C. A. 5) cert. denied June 3, 1940; *Texas Company* v. *National Labor Relations Board,* (C. C. A. 5), decided June 19, 1940 independent union meetings were held on company time and property or on company property rent free, but in the case at bar the Independent enjoyed no such privileges.

In *National Labor Relations Board* v. *American Manufacturing Co.,* 106 F. (2d) 61 (C. C. A. 2); *International Association of Machinists* v. *National Labor Relations Board,* 110 F. (2d) 29 (C. C. A. D. C.), cert. granted April 1, 1940; *National Labor Relations Board* v. *Greenebaum Tanning Co.,* 110 F. (2d) 984 (C. C. A. 7); *Continental Oil Co.* v. *National Labor Relations Board* (C. C. A. 10), decided June 14, 1940; *National Labor Relations Board* v. *Brown Paper Mill Co.,* 108 F. (2d) 867 (C. C. A. 5), cert. denied June 3, 1940, the company recognized the independent union without making any check of the union's majority, but in the case at bar the company carefully checked the signatures (R. 1145).

In *Union Drawn Steel Co.* v. *National Labor Relations Board,* 109 F. (2d) 587 (C. C. A. 3), the company hired the principal organizer of the independent union for the express purpose of organizing an independent, but in the case at bar the Independent was initiated by Linde and other regular employees and without any suggestions or encouragement from the company (R. 714-715).

Even without considering the positive evidence connecting the company with the former representatives that is present in all of these cases cited by petitioner, the inference of domination from the activity of the representatives might be justified under the circumstances in these cases. In cases cited by petitioner the former representa-

tives were the real leaders of the independent movement. In the case at bar the former representatives merely joined the Independent movement, and the real leader and organizer of the Independent was Linde, who never served as a representative under the representation plan. In the case at bar none of the officers of the Independent were former representatives. (R. 737).

Petitioner's "Hire and Fire" Cases Are Consistent With the Case at Bar.

We have pointed out that the court below did not adopt the alleged "hire and fire" test or any other legal test to determine whether the company was responsible for the activities of certain supervisors (Brief, 11). Petitioner cites cases where the Court found the employer was bound by the acts of certain supervisory employees who did not have the right to hire and fire as inconsistent and in conflict with the holding of the court below (Pet. 28-30). The cases cited by petitioner held that the right to hire and fire is merely one of the facts to be considered in the determination of whether or not the company is responsible for the union activity of certain employees. Where the courts of appeals have held the company responsible for the acts of minor supervisory employees they have always found evidences to link their union activity to the company.

The first case cited as in conflict with the decision of the court below on the alleged "hire and fire" test is *National Labor Relations Board* v. *American Manufacturing Co.*, 106 F. (2d) 61 (C. C. A. 2). In that case certain supervisory employees had the following history of union activity: they organized a dominated union in 1936 formed to break a strike; following the strike they solicited the employees to join the company union; they distributed on behalf of the company cards printed by the company asking

employees to repudiate the C.I.O. union; they formed an "independent" union, held independent organizational meetings on company property and the plant was shut down for that purpose. The Second Circuit Court of Appeals properly held that this evidence supplied the connection between the company and the activities of the minor supervisory employees. No such connecting evidence is present in the case at bar. In addition, that court pointed out that there was no collective bargaining by the independent and as we have shown the converse is true in this case (Brief, 9-10).

The next case cited by the Board is *Virginia Ferry Corporation* v. *National Labor Relations Board,* 101 F. (2d) 103 (C. C. A. 3), where the company was held responsible for the statements of a boat captain. As was aptly pointed out in *Cupples Company Manufacturers* v. *National Labor Relations Board,* 106 F. (2d) 100 (C. C. A. 8) the position of a boat captain is not comparable to a minor supervisory employee in a manufacturing plant.

The Board finally cites the case of *International Association of Machinists* v. *National Labor Relations Board,* 110 F. (2d) 29 (C. C. A. D. C.), cert. granted, April 1, 1940, which is in perfect accord with the court below, because it holds that the question of the company's responsibility is a question of fact:

> "What is required is that *substantial evidence* show that the actor, whatever his official position, is acting *in fact* on behalf of the employer, not for himself or *others* only, * * *." (Italics added.)

The Board then states that the decision of the Court of Appeals conflicts with other cases not specifically discussing the alleged "hire and fire" test. (Pet. 29-30.) None of the cases cited are contrary to the position taken by the court below that the power to hire and fire is merely evidence of an employee's authority.

In *National Labor Relations Board* v. *A. S. Abell Co.*, 97 F. (2d) 951 (C. C. A. 4), where the union was held not dominated, the court said, considering the company's responsibility for the statements of a supervisor:

> "* * * there was substantial evidence to show that the superintendent of the press room, who had control of the men in that department with authority to hire and discharge them, made a number of statements from which the men might fairly infer that it was not to their interest to become members of the Union and that they might suffer from such an association."

H. J. Heinz Co. v. *National Labor Relations Board*, 110 F. (2d) 843 (C. C. A. 6), cert. granted June 3, 1940, is easily distinguished. During a strike the company sent a copy of its agreement with the independent union to all of its employees accompanied by a communication which, after stating that the plant could not immediately be reopened because of the strike, said:

> "We believe that the support of the members of of the Heinz employees association will be an important factor in securing free access to our property."

Such a communication is proof of the company's position with respect to the union affiliations of its employees. No such positive evidence of domination is present in the case at bar.

In *National Labor Relations Board* v. *Sunshine Mining Co.*, 110 F. (2d) 780 (C. C. A. 9), the C.I.O. union claimed a majority and demanded recognition and bargaining rights but the company steadfastly refused to recognize or to bargain with that union. The independent union was initiated by the circulation of petitions followed by an election. For the purpose of adopting the petitions a group of employees, with the permission of the company's manager, met in an office furnished by the company. The company made the voting booths for the election and during the election the company's general foreman and time-

keeper were present. The illegal activities of that company were explained by the company's insistence that it was not subject to the National Labor Relations Act. No such positive evidence of domination is present in the case at bar.

In the case of *Swift & Co.* v. *National Labor Relations Board,* 106 F. (2d) 87 (C. C. A. 10) there was evidence of numerous instances where foremen threatened employees with discharge unless they dropped out of the C.I.O. and joined the independent union. There was evidence that these threats were effective. At the last meeting of the representation plan the company's plant superintendent read a statement suggesting to the representatives that they continue the representation plan as an independent union. The representatives remained in the assembly room and acting on the suggestion of the plant superintendent decided unanimously to form an independent union. The following morning they held a second meeting in the plant cafeteria which the company rented to them for the nominal fee of $1.00. Prior to the company's acceptance of the independent union as sole bargaining agency the C.I.O. had made two futile demands for sole collective bargaining rights. None of the foregoing evidence of domination is present in the case at bar.

Finally, the Board cites *Titan Metal Manufacturing Co.* v. *National Labor Relations Board,* 106 F. (2d) 254 (C. C. A. 3), cert. denied, 308 U. S. 615, where the president of that company wrote a letter to his employees expressing his antagonism to an affiliated union in no uncertain terms. When the president of the company was presented with a recognition agreement he told the committee that he would not operate a plant affiliated with the A. F. of L. or any other union. He wrote letters to his employees threatening to move his plant. The independent union was formed as a joint venture with the installation of a group insurance

plan, at a meeting called for the dual purpose of selling the group insurance, and initiating the independent. No such evidence of domination is present in the case at bar.

The Board states in a footnote (Pet. 30 n. 16) that the decision of the court below is inconsistent with *National Labor Relations Board* v. *Wallace Mfg. Co.*, 95 F. (2d) 818 (C. C. A. 4) and *Cudahy Packing Co.* v. *National Labor Relations Board*, 102 F. (2d) 745 (C. C. A. 8) cert. denied 308 U. S. 565, for the reason that the court below did not hold that the mere attendance of a foreman at an independent union meeting was evidence of interference. The court below did consider this evidence but properly held that in the case at bar there was no evidence of interference from the mere presence of the foreman at the meeting.

In *National Labor Relations Board* v. *Wallace Mfg. Co.*, 95 F. (2d) 818 (C. C. A. 4) the company gave the independent union the right to use its buildings for its meetings, although this privilege was denied the outside union. Employees were told that their jobs depended upon their joining the independent. Seventeen members of the outside union were discharged, and two of these were reemployed upon joining the independent and giving up their outside union membership. The court also pointed out that during the whole course of the independent's existence it never functioned as a bargaining agency.

In *Cudahy Packing Co.* v. *National Labor Relations Board*, 102 F. (2d) 745 (C. C. A. 8) cert. denied 308 U. S. 565, the independent organizers engaged a company attorney. The plant manager rented a hotel room for the independent organizers and attended the first two organizational meetings for the purpose of alleviating any fears the employees might have about joining the independent.

In the cases cited by petitioner there was evidence directly connecting the company with the Independent, whereas in the case at bar there is no evidence of the com-

pany's interference. Petitioner's cases are not in conflict with the case at bar because they do not hold that the mere presence of a foreman at an independent union meeting is substantial evidence of domination. *National Labor Relations Board* v. *Swank Products, Inc.*, 108 F. (2d) 872, 875 (C. C. A. 3).

Accordingly, the twenty cases relied upon by the Board to establish conflicts among circuits in the above respects are insufficient for that purpose. They show differences in facts which necessarily altered the decision and, as we have shown, do not establish conflicting rules of law.

Conclusion.

For the reasons above stated we respectfully suggest that the petition for writ of certiorari be denied.

Respectfully submitted,

Herbert Pope,
Henry E. Seyfarth,
Owen Fairweather,
Lee C. Shaw,
Counsel for Link-Belt Company.

Blank Page

Blank Page

FILE COPY

Office - Supreme Court, U. S.
FILED
DEC 12 1940
CHARLES ELMORE CROPLEY
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1940.

No. 235

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

LINK-BELT COMPANY.

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT.

BRIEF FOR LINK-BELT COMPANY.

HENRY E. SEYFARTH,
OWEN FAIRWEATHER,
LEE C. SHAW,
Attorneys for Link-Belt Company,
120 South La Salle Street,
Chicago, Illinois.

HERBERT POPE,
Of Counsel.

THE DARTNELL-WARREN PRINTING COMPANY, 210 WEST JACKSON, CHICAGO

Blank Page

TABLE OF CONTENTS.

	PAGE
Opinions below	1
Jurisdiction	1
Statute involved	2
Statement	2
Argument:	
I. There is no substantial evidence upon which to base a finding of domination	12
A. There is no evidence that the employees had a settled conviction that the company preferred a particular type of labor organization; and the Act does not require the company to issue a public statement of neutrality	12
B. Employees were not subjugated or influenced under the Act	14
C. The Jones & Laughlin decision ended the Plan in the minds of the employees	15
D. The Independent was a new organization having no connection with the Plan	17
E. The leadership of the Independent was different	18
F. The company properly recognized the Independent upon proof of its majority	20
G. Both the Amalgamated and the Independent solicited and collected dues on company time but without the knowledge or permission of the company	24

H. The isolated instances of activity by supervisory employees does not show control of the Independent by the company 28

I. The nature and results of the collective bargaining demonstrate that the company exercised no control over the Independent 34

J. The court below adopted a proper interpretation of the word "dominate" in deciding that the evidence did not warrant a finding of domination and order of disestablishment 35

K. The order must conform to the purposes of the Act and the standards laid down by Congress 38

Conclusion of Point I..... 42

II. There is no substantial evidence to support the Board's findings that the company violated sections 8 (1) and 8 (3) of the Act..... 44

A. Karbel was properly discharged for inefficiency. Moreover there is positive evidence that the company had no knowledge of his membership in the Amalgamated 44

B. Cumorich was properly discharged for inefficiency. Moreover there is positive evidence that the company had no knowledge of his membership in the Amalgamated 50

C. Kalamarie was properly laid off for lack of work. Moreover no one took his job 52

D. Salmons was properly discharged for engaging in extraneous activities on company time thereby causing inefficiency and disorganization of the company's personnel 58

E. The finding of the Board that the hiring of Frank Solinko was conditioned on Peter Solinko's joining the Independent has no basis in the record..... 62

F. There is no substantial evidence of espionage 63

Conclusion 67

Appendix I—National Labor Relations Act..... 69

Appendix II—Extracts from Debates in the Senate and House of Representatives and Committee Reports therein relative to the application of the National Labor Relations Act to Company Unions.... 71

Table of Cases.

Appalachian Elec. Power Co. v. N. L. R. B., 93 F. (2d) 985 (C. C. A. 4) 15
Atchison Ry. Co. v. U. S., 295 U. S. 193..... 29
Ballston-Stillwater Knitting Co. v. N. L. R. B., 98 F. (2d) 758 (C. C. A. 2) 25, 46
Consolidated Edison Co. v. N. L. R. B., 305 U. S. 197 41
Cupples Co. Manufacturers v. N. L. R. B., 106 F. (2d) 100 (C. C. A. 8) 25
Federal Communications Commission v. Pottsville Broadcasting Company, 309 U. S. 134..... 38
Federal Radio Commission v. Nelson Bros Co., 289 U. S. 266 38
Federal Trade Commission v. Beech-Nut Co., 257 U. S. 441 36
Federal Trade Commission v. Curtis Co., 260 U. S. 568 34
Federal Trade Commission v. Gratz, 253 U. S. 421..36, 41
Federal Trade Commission v. Raladam, 283 U. S. 643 .....33, 34
Florida v. U. S., 282 U. S. 194..... 29
Helvering v. Tex-Penn Company, 300 U. S. 481..... 36
Humble Oil & Refining Co. v. N. L. R. B., 113 F. (2d) 85 (C. C. A. 5) 37
International Association of Machinists v. N. L. R. B., 110 F. (2d) 29 (App. D. C.) affirmed by Supreme Court, November 12, 1940 .....20, 31
N. L. R. B. v. A. S. Abell Co., 97 F. (2d) 951 (C. C. A. 4) 15
N. L. R. B. v. American Mfg. Co., 106 F. (2d) 61 (C. C. A. 2), modified, 309 U. S. 629 .....20, 31

N. L. R. B. v. Bradford Dyeing Association, 310 U. S. 318 ..... 26, 30
N. L. R. B. v. Empire Furniture Corp., 107 F. (2d) 92 (C. C. A. 6) 50
N. L. R. B. v. Falk Corporation, 102 F. (2d) 383 (C. C. A. 7) 20
N. L. R. B. v. Fansteel Metallurgical Corp., 306 U. S. 240 ..... 30, 38
N. L. R. B. v. Jones & Laughlin Steel Corp., 301 U. S. 1 ..... 6, 15, 21, 24, 57
N. L. R. B. v. Lund, 103 F. (2d) 815 (C. C. A. 8) 20
N. L. R. B. v. Newport News Shipbuilding & Dry Dock Co., 308 U. S. 241 ..... 36, 41
N. L. R. B. v. Pacific Greyhound Lines, Inc., 303 U. S. 272 ..... 30, 41
N. L. R. B. v. Pennsylvania Greyhound Lines, Inc., 303 U. S. 261 ..... 30, 40
N. L. R. B. v. Swift & Company, decided Nov. 20, 1940 (C. C. A. 8) 22, 23
N. L. R. B. v. Thompson Products, Inc., 97 F. (2d) 13 (C. A. A. 6) 49
N. L. R. B. v. Union Pacific Stages, Inc., 99 F. (2d) 153 (C. C. A. 9) 49
N. L. R. B. v. Sands Mfg. Co., 306 U. S. 332 32
Pennsylvania R. R. Co. v. Chamberlain, 288 U. S. 333 15
System Federation No. 40 v. Virginian Railway Co., 11 F. Supp. 621 (D. C., E. D. Va.) 22
In the Matter of Skinner & Kennedy Stationery Co., 13 N. L. R. B. 1186 35
Texas & N. O. R. Co. v. Ry. Clerks, 281 U. S. 548 ... 32
Texas & Pacific Railway v. Interstate Commerce Commission, 162 U. S. 197 36

In the Matter of Titan Metal Mfg. Co., 5 N. L. R. B. 577 35

Wilson & Co., Inc. v. N. L. R. B., 103 F. (2d) 243 (C. C. A. 8) 49

Westinghouse Electric & Mfg. Co. v. N. L. R. B., 112 F. (2d) 657 (C. C. A. 2), cert. granted No. 447, Oct. Term, 1940 22

STATUTES.

National Labor Relations Act (49 Stat. 449; 29 U. S. C. A., Sec. 151) 69

Railway Labor Act (44 Stat. 577; 45 U. S. C. A., Sec. 151) 32

MISCELLANEOUS.

Congressional Record, Vol. 79, 74th Cong., 1st Sess. 37, 43

Report of Senate Committee on Education and Labor May 26, 1934, Senate Report No. 1184, 74d Cong., 1st Sess. 33

Report of Senate Committee on Education and Labor, May 2, 1939, Senate Report No. 573, 74th Cong., 1st Sess. 33, 36, 38, 39

Webster's New International Dictionary 37

IN THE

Supreme Court of the United States

OCTOBER TERM, 1940.

No. 235.

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

LINK-BELT COMPANY.

BRIEF FOR THE LINK-BELT COMPANY.

Opinions Below.

Reported in 110 F. (2d) 506 are the opinions of Judge Kerner with Judge Major concurring and Judge Treanor dissenting in part. The majority holds *inter alia* that there is no substantial evidence to disestablish the Independent Union of Craftsmen (hereinafter called the "Independent") or to reinstate with back pay Kalamarie, Karbel and Cumorich. The dissent agrees that there is no substantial evidence to disestablish the Independent, but would increase the scope of the 8(1) order and would reinstate with back pay Karbel and Cumorich.

The decision and order of the Board is reported in 12 N. L. R. B. 854.

Jurisdiction.

The decree of the Circuit Court of Appeals was entered April 13, 1940 (R. 1581-1582). The petition for certiorari was filed on July 12, 1940, and was granted on October 14,

1940. This Court's jurisdiction is founded upon section 240(a) of the Judicial Code as amended by the Act of February 13, 1925, and upon sections 10(e) and (f) of the National Labor Relations Act.

Statute Involved.

Applicable provisions of the National Labor Relations Act are set forth in the appendix.

Statement.

Link-Belt Company, an Illinois corporation, owns and operates seven plants. The 39th Street Plant, in Chicago, Illinois, which employs between 750 and 1,200 employees, is involved here. It engages in complete steel and iron foundry operations, in the production of cranes, shovels, draglines, mining conveyors, dumps, washers, driers and miscellaneous other steel construction.

On April 19, 1937, Berry, the assistant general manager in charge of the Company's 39th Street Plant, was visited by three representatives of the Independent who announced that they were the executive officers of the Independent which represented a group of employees at the plant and that they wanted the Company to recognize that organization as the sole collective bargaining agency (R. 1143-1144). Berry called for proof of majority, whereupon they submitted their membership records containing signatures (Intervenor's Exhibit 2, R. 1420, 1144-1145). Berry told them that he would have to check the names because he could not take their word for it and it would probably take some time and that they could either wait in his office or go back to their jobs (R. 1145). They preferred to wait, so Berry carefully checked the names with his payroll list (R. 1145-1146, 725). The records contained approximately 760 names out of 1,000 eligible employees on the payroll at this time (R. 725). He told them that he did not have authority to

recognize the Independent and he would have to take up the matter with the executive officers of the Company and that he would like to have time to consult them. Thereafter he talked about this demand with his superiors, Carter and Burnell, vice presidents, and Kauffmann, president of the Company. These officers of the Company obtained legal advice (R. 1146). By letter dated April 21, 1937, Berry received authorization from Kauffmann to enter into a recognition agreement with the Independent (Respondent's Exhibit 28, R. 1413). Berry signed the recognition agreement which had been presented to him by the representatives of the Independent (Intervenor's Exhibit 1, R. 1147, 1148, 1420). At this time the Amalgamated had not made a demand for recognition (R. 163, 146).

On May 7, 1937, the Company received a written request from the Independent for a date to begin negotiations with the Company (R. 1149, 1150, 1414). Thereafter many collective bargaining conferences were held by representatives of the Independent and representatives of the Company. The executive officers of the Company were present at some of the meetings. For the most part negotiations on behalf of the Company were handled by Berry (R. 1150).

The testimony with reference to collective bargaining between the Company and the union is uncontroverted. It demonstrates that the Company met with the union on May 4, 1937, with respect to an increase in wages to the hourly paid employees (R. 740). On May 11th the union demanded a 10 per cent increase in wages, and Berry stated that the Company was unable to meet the union's demand (R. 741); whereupon the Independent met with Kauffmann, the president of the Company, on May 19th, at the downtown office and further pressed its demand for a wage increase. Kauffmann explained that the Company had granted the employees a 6 per cent increase on November 2, 1936, and a 10 per cent increase on May 15, 1936. Finally the Com-

pany agreed to a 5 per cent increase on all hourly rates to be effective June 1, 1937 (R. 741). On May 21, the Company was handed a draft of a contract on wages, hours and working conditions and on the days following there were negotiations on the terms of a contract (R. 741-742, 1457). On June 1, 1937, the union demanded certain changes in the seniority policy, and thereafter the representatives of the Independent conferred with Kauffmann, Carter and Burnell on this question (R. 742, 743). The company refused to sign a contract at that time pending further negotiations and the Company agreed to be bound orally by the terms that had been negotiated (R. 743, 1460). On August 13th, the Independent demanded a bonus payment for night workers. The Company finally agreed to a 5 per cent bonus for night workers (R. 744). On September 17th, the Independent demanded a better vacation policy (R. 744). On October 2nd, the Independent demanded a closed shop (R. 744). On October 8th, the Independent brought up the subject of layoffs and seniority (R. 744-5). On October 22nd, the Independent met with Kauffmann concerning a closed shop (R. 745). On November 2nd, the Independent again met with Berry and demanded a closed shop; Berry refused to grant it (R. 745). On November 9th, the Independent met with Berry on the question of vacations for 1938. On November 15th, the Independent met with Berry regarding the issuance by the Company of a statement of policy embodying the terms which had been agreed upon (Intervenor's Exhibit 9, R. 745, 1460). On December 3rd, the Independent met with the Company regarding vacations (R. 745). On December 6th, there was another meeting about vacations and the issuance of a statement of policy (R. 745, 1464). On February 15, 1938, the Independent met with the Company regarding vacation pay for men who had been laid off during 1937. A further conference on this subject was held on February 21st, and an agreement was finally reached that employees who were laid off in 1937

would be paid the sum to which they were entitled in lieu of a vacation (Intervenor's Exhibit 11, R. 746, 1467). On March 3rd, the Independent and the Company met and discussed the layoff of members of the Independent (R. 746). Matters such as better lighting, better air conditions, and safety were the subjects of collective bargaining (R. 747). In addition to the subjects covered by the above evidence of collective bargaining, individual grievances were presented by various shop stewards to the foremen and heads of departments (R. 747).

For many years Berry had held daily meetings with the supervisory force. The discussions of the group in 1936 turned to labor problems. During the course of the meetings Berry instructed the supervisory staff to refrain from engaging in union activities and to refuse to give employees advice on whether they should join a union or what union they should join (R. 1153, 1154). These instructions were passed on to the foremen by the top supervisory staff (R. 931).

The evidence shows beyond any question that both competing unions, that is the Amalgamated and the Independent, engaged in union activities to a certain degree on company time and that the matter of keeping the men at work, avoiding their congregating, talking about unions, and distributing literature during working hours, was a serious problem (R. 901).

The record is full of instances of warnings given to members of both the Amalgamated and the Independent (R. 800, 816, 317, 325). In September, 1936, Salmons (a member of the Amalgamated) and Novak were discharged for repeatedly engaging in union activity on Company time. The management believed they were spending more of their time organizing than working (R. 1122-1123, 1132). Salmons admitted union activity on Company time, but thought he had the right to do so under the Act (R. 169, 1122, 1132). Salmons was rehired on December 21, 1936,

after mediation by agents of the Board assigned to the Thirteenth Region (R. 1136-1137). Novak was rehired in January, 1937, not as a result of mediation, but because Berry believed that Novak's violations were of the same nature as Salmons' and after taking back Salmons he should in justice take back Novak (R. 1137).

The Board has deemed pertinent the following evidence which it contends shows domination and interference.

After 1933 the employees bargained with the Company through the medium of a plan of representation known as Link-Belt Employees Board (hereinafter referred to as the "Plan"). The Plan was abandoned upon the decision in the *Jones & Laughlin* case, handed down April 12, 1937 (*N. L. R. B.* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1). A written memorandum to dissolve the Plan was signed on April 19, 1937 (R. 823), and the Board finds that the recognition of the Independent on April 21, 1937, substantiates the inference that the Independent was an outgrowth of the Plan. This alleged carry-over, in the view of the Board is further supported by testimony that some of the members of the organizing committee of the Independent were Plan representatives and that the organizers of the Independent were hostile to outside labor organizations.

The evidence is clear that the Company did not dominate the Plan. There were no substandard labor conditions at the plant. The evidence further shows that only three out of the seven original organizers of the Independent were Plan representatives, but the founder and the leader of the Independent, Linde, was not a Plan representative (R. 713, 720, 762). On the other hand, Salmons, the leader of the Amalgamated, and Lackhouse, an organizer of the Amalgamated, were Plan representatives (R. 182, 305).

The evidence shows hostility on the part of the organizers of the Independent to the Amalgamated, but it does

not show that the organizers of the Independent were opposed to collective bargaining because the proof of collective bargaining by the Independent is overwhelming.

The Board introduced evidence showing that Independent lists were hectographed on the Company's machine, and that bulletin boards of the Independent were made by the Company. There was no denial of these facts by the Company, but evidence was introduced, and stands uncontroverted, that the lists were hectographed without the knowledge or consent of the Company by one Elsen who stayed after working hours (R. 1041, 1042) and that the bulletin boards were bought and paid for by one Kovatch (R. 863, 1393). The Board introduced evidence showing that certain supervisory officials conversed with employees about the Independent and one foreman assisted several employees to sign an Independent petition. In general there was a denial of these activities on the part of the foremen involved. Belov, one of those whom the Board found engaged in union activities, was not in a supervisory capacity; he was a mere workman and was so designated by the Company's records (R. 1070, 1079, 1397).

There is no evidence of any financial aid or assistance to the Independent at any time.

The Company had no voice in the affairs of the Independent and exercised no control whatsoever in its administration. The Independent did not meet on company property. The Company did not permit the Independent to collect dues on Company time. Its sole contact with the Independent was in bargaining on rates of pay, hours of work and other conditions of employment in addition to grievances.

The Company was forced to reduce the number of its employees in October, 1937, due to a sharp decrease in business. Over 100 men in the foundry alone were laid

off (R. 1191). Kalamarie, an employee in the foundry, was laid off in accordance with the seniority policy of the Company. The Board introduced evidence showing that he was active in the Amalgamated and should have been given the job in the foundry which he formerly held. The Company pointed out that in conformity with its occupational seniority policy Kalamarie was laid off according to his length of service as an arc welder, and moreover, that he was laid off for lack of work, and that no one took his job (R. 1374, 958-961).

Karbel and Cumorich were discharged on May 19, 1937, for inefficiency which was clearly observed by their superior and corroborated by time studies. The Board claimed they were laid off for membership in the Amalgamated, but proof that the Company knew of their membership in the Amalgamated is entirely lacking. Both testified that they occupied no office in the Amalgamated and that neither wore an Amalgamated button (R. 409, 567, 568).

Evidence was introduced showing that the Company belonged to the National Metal Trades Association; that the Association possessed an anti-union policy; and that Cousland, an experienced lathe operator and one of the Company's old workmen, sent reports to the Association which were forwarded to the Company. He was paid an average of $9 per month for the reports by the Association which in turn billed the Company (R. 582, 606, 113, 599).

There is uncontroverted testimony that the reports in question had been furnished by Cousland for over 18 years and referred solely to piece work dissatisfaction, tooling and production methods and safety hazards. All witnesses so testified. Cousland's reports ceased in October, 1936, long before any organization activities began at the 39th Street Plant. All the witnesses testified to this fact, and the Board conceded it (R. 113, 584, 1159).

Summary of Argument.

I.

The Board's new theory that it properly found the Independent dominated because the Company failed affirmatively to disavow the plan is based upon the assumption that the employees had settled convictions that the company favored a particular type of labor organization when the Independent was organized. There is no evidence of 'settled convictions' in the record and the Board made no finding of 'settled convictions', and, even if there had been a finding based on evidence, the failure to disavow would not have proved domination. Moreover the Act does not require the Company to issue a public statement of neutrality.

The employees were not subjugated or influenced under the Plan, and the *Jones and Laughlin* decision ended the Plan in the minds of the employees. They formed the Independent as a new organization which had no connection with the Plan. The leadership of the Independent was different. The Company properly recognized the Independent upon proof of its majority.

The isolated instances of union activity by supervisory employees did not show the domination of the Independent by the company which was prohibited by Congress. Furthermore, the nature and results of the collective bargaining demonstrated that the Company exercised no control over the Independent.

The Act was intended to encourage collective bargaining through inside unaffiliated unions as well as outside unions. The intention of Congress was to prohibit "control" or an "overriding of the will" of the employees by the employer. It accomplished this by condemning "domination"

of a labor organization. The court below adopted an interpretation of Sections 8(1) and 8(2) of the Act consistent with the intention of Congress and properly decided that the evidence did not warrant a finding of domination and order of disestablishment. Both the finding and the order of the Board must conform to the purposes of the Act and the standards laid down by Congress.

II.

The court below properly held that Salmons was discharged for reasons other than union activity; that Kalamarie was laid off in strict conformity with the company's seniority policy and that no one took his job; that Karbel and Cumorich were properly discharged for inefficiency; and that there was no condition attached to the hiring of Frank Solinko. Accordingly, the company did not by these acts violate sections 8 (1) or 8 (3) of the Act.

ARGUMENT.

The Board's brief in support of its decision on what it calls the basic question in this case asserts the proposition that:

> "Where one of the consequences of past violation is the employees' settled conviction that the employer desires a particular type of organization, the employer must take appropriate steps to disabuse the employees of this notion before they are truly free to exercise an unimpeded choice between that type of organization and any other. And whether in a particular case the action taken by the employer is sufficient for this purpose is, of course, a question of fact entrusted to the Board for determination" (Bd. brief, p. 26).

We contend that there is no evidence in the record to justify the Board's suggestion regarding a "settled conviction" of the employees and no such finding was made in the decision and order; that the Board can not assume such a "settled conviction" merely on account of the existence of the Plan; that there is nothing in the Act which requires the Company to conclude that there is a "settled conviction" in the minds of its employees and to take some affirmative action to remove it; and that the Act confers no power upon the Board to decide finally whether "the action taken by the employer is sufficient for this purpose."

We shall show that in this case the Board was taking for granted something that did not exist and that there is no justification in the Act for denying the right of the employees to organize merely because the employer has not done something which the Board assumes it ought to have done. Such an assumption of power on the part of the Board would afford it the opportunity to prohibit almost all inside unions.

I.

THERE IS NO SUBSTANTIAL EVIDENCE UPON WHICH TO BASE A FINDING OF DOMINATION.

A. There Is No Evidence That the Employees Had a Settled Conviction That the Company Preferred a Particular Type of Labor Organization; and the Act Does Not Require the Company to Issue a Public Statement of Neutrality.

This is the first time that the Board has relied upon the "settled conviction of the employees" in an effort to sustain its order. After taking evidence, it relied for the most part on certain findings of foreman activity and of a linking of the Independent with the Plan because of similarity in leadership. Its answer to the petition for review and its request for enforcement of its order to the court below was based on the findings. The presentation in this Court is on different grounds. Without any finding on the "settled conviction" of the employees and without any finding that the Company should have taken affirmative action by a public announcement of its neutrality, the Board for the first time states that on these grounds its order should be enforced. The failure to make such findings in the decision and order was due to a total absence of any evidence of a settled conviction of the employees as to what the Company desired or did not desire. The Board has no right to present these matters here for the first time.

It is no answer that other findings are sufficiently broad to permit such *argument,* because its presentation is not as an argument but as a proper conclusion from certain evidence. We refer to the Board's statement on page 26 of its brief that: "and whether, in a particular case the action taken by the employer is sufficient for this pur-

pose, is, of course, a question of fact entrusted to the Board for determination." The Board cannot make a finding here for the first time and particularly when there is nothing in the record upon which to base it.

The obvious fallacy in the Board's argument is that it takes for granted a state of mind which does not exist and which the Board cannot say is reasonable from all of the facts in this case. The Board admits that its theory is based on mere conjecture when it states:

> "The employees would *naturally* regard the new organization which they were sponsoring as continuing to enjoy the Company's favor and support." (Bd. brief, p. 27.) (Italics ours.)

Had the employees had a "settled conviction" that they would lose their jobs if they did not form a labor organization to the Company's liking there would be a necessity for a public announcement. However, even assuming that they had a "settled conviction" that the Company preferred a particular type of labor organization, there would be no justification for a finding that a public announcement was necessary and the absence of it evidence of domination. Here there was neither a finding of "settled conviction" nor any evidence upon which one could be based.

The Board's argument that there was no affirmative action by the Company to disabuse the employees of such "settled conviction" is not evidence to support the finding that the employees must have linked the Independent to the Plan. The Board has assumed that the employees had settled convictions in order to support the conclusion that they must have linked the Independent to the Plan.

Rather than answer this argument which was based upon a pure assumption, we shall point out that the Board's finding that the employees must have linked the Independent to the Plan is not supported by evidence and that, on the contrary, there is positive uncontroverted evidence that the

employees viewed the Independent as a new union which they were free to join or refuse to join as they desired.

B. Employees Were Not Subjugated or Influenced Under the Plan.

There is no evidence that wages, hours or working conditions were below standard during the existence of the Plan. There is no evidence that any employee was ever discharged or reprimanded for failure to participate in the Plan. There is no evidence that the employees had a "settled conviction" that the Company desired a particular type of labor organization.

Management's role in the Plan was slight. The Company was only entitled to have one representative present. He had no right to vote (R. 1299). The constitution and by-laws of the Plan encouraged the representatives "to speak out" (R. 1300). There was no limitation upon the right to strike.

The Board relies upon a statement to the Plan representatives by Berry in 1936 indicating that "Berry forcibly impressed upon the Employees Board the respondent's anti-union sentiments" (R. 1525). There is no evidence that any member of the Plan was so impressed or felt himself intimidated, but on the contrary, Lackhouse, who was a representative at this time and who subsequently joined and became an active organizer for the Amalgamated, said:

> "Mr. Berry at the meetings of the old Board never did say anything against the C. I. O.; he never did knock it in my presence." (R. 282).

Moreover, Salmons, also a Plan representative and subsequently the chief organizer of the Amalgamated, testified that the fact that he had been a representative under the Plan did not affect him in his C. I. O. organizing efforts (R. 183). The Board's inference that the Plan representatives were affected by the statement in 1937 ignores positive evidence to the contrary.

In the absence of evidence of subjugation or influence of the employees under the Plan, the technical defects cannot supply "Compulsions" relied upon by the Board. (Bd.'s brief, p. 26). The courts have condemned inferences when there is positive testimony to the contrary. *Pennsylvania R. R. Co.* v. *Chamberlain*, 288 U. S. 333, 339-343; *Appalachian Elec. Power Co.* v. *N. L. R. B.*, 93 F. (2d) 985, 989 (C. C. A. 4); *N. L. R. B.* v. *A. S. Abell Co.*, 97 F. (2d) 951, 958 (C. C. A. 4).

In finding domination from the existence of a "dominated old plan" the Board has gone further than resorting to inference in the face of controverting positive testimony; it has drawn an inference from an assumed state of mind.

C. The Jones & Laughlin Decision Ended the Plan in the the Minds of the Employees.

There is no evidence that the Plan existed in fact after its illegality was determined in *N. L. R. B.* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1. There is no evidence of any action by the Plan thereafter except formal dissolution. There is no evidence that the Plan was used to assist in the establishment of the Independent. The Independent did not spring from a Plan representative nor from any action by the Plan.

The Plan was abandoned in fact on April 12, 1937, seven days before its formal dissolution (R. 825), because the record clearly shows that the employees were aware that the decision in *N. L. R. B.* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, applied the Act to the plant and meant the end of the Plan (R. 183, 825). The Board's decision recognized that the decision in *N. L. R. B.* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, "threw out" the Plan in the minds of the employees (R. 1526).

Ray Froling testified that the Plan was thrown out be-

cause it was illegal when the Wagner Act was declared constitutional (R. 825-826).

Frank Lackhouse testified that when the Wagner Act was enforced it threw out all of the representation plans and that Mr. Berry told the Board that the Wagner Act was constitutional and applicable to the Link-Belt Company so the Plan was abandoned (R. 305-306).

Louis Salmons testified that after the Supreme Court passed on the constitutionality of the Act the Plan was thrown out (R. 183).

George F. Linde testified that the employees anxiously awaited the decision in the *Jones & Laughlin* case, knowing that it would affect employee representation (R. 714-715, 758-759).

There is uncontradicted testimony that when the Act was declared constitutional the employees knew that they had the right to form and join a labor organization of their own choosing without interference, restraint or coercion by the Company.

John Litster testified that he was glad the Wagner Act was constitutional so that the men could form their own union (R. 796).

Ray Froling testified that when the Wagner Act was declared constitutional, "We were entitled to a union if we chose it * * *" (R. 825).

John J. Kovatch testified that when the Wagner Act was declared constitutional by the Supreme Court it was a case of getting a union (R. 860).

George F. Linde testified that when the *Jones & Laughlin* case was decided the employees knew they were entitled to form their own union (R. 715).

There are numerous and uncontradicted statements by employees to the effect that the Independent was a new union that started the last of April or the first of May,

or after the Wagner Act was declared constitutional (R. 570, 715, 527, 796, 165, 314-315, 640, 860, 362). Paul Bozurich, one of the complainants, explained why he went to an Independent meeting, although he was a member of the Amalgamated, by stating: "* * * then came another union, the drive for another union, and there were certain points which I wanted to clarify to myself as to what sort of union that is that is coming in" (R. 462). There is no evidence that any of the employees heard of the Independent prior to the *Jones & Laughlin* decision.

D. The Independent Was a New Organization Having No Connection With the Plan.

The Board argues that the Independent was a mere replacement of the Plan because it followed it in point of time and that therefore the employees of necessity linked the Independent to the Plan and by so linking the two the employees were unable freely to choose the Independent as a collective bargaining agent (Bd. brief, p. 27). Not only is there no evidence that the employees were dominated or considered themselves dominated under the Plan, but there is no evidence that the employees linked the Independent to the Plan. Instead, there is uncontradicted evidence, as pointed out (*infra*, pp. 15-17), that the employees believed that the Independent was a new bargaining agency in a changed order of employer-employee relations and that they were free to join or refuse to join the Independent. There is no evidence that the employees were coerced into joining the Independent. Instead, there is evidence that the employees freely chose it as their collective bargaining agent. There is no evidence that the employees chose it because of a "settled conviction" that the Company preferred that type of labor organization.

We set forth below, in order to facilitate comparison, some of the major differences between the Plan and the Independent. These differences show clearly that the em-

ployees formed an organization different from the Plan,—so different in all material respects that no employee could have supposed that the Independent was the same kind of an organization as the Plan.

The Plan.	Independent Union of Craftsmen.
1. Name. Link-Belt Employees Board.	1. Name: Independent Union of Craftsmen.
2. No employee joined but was automatically a member and entitled to vote. (R. 1297.)	2. Each member joined and membership was limited to those who made application, paid initiation fee and were accepted. (R. 1451-56.)
3. No dues, initiation fee, buttons or a bank account. (R. 1197, 281.)	3. Dues, initiation fee, buttons, and a bank account. (R. 749, 850, 854, 337.)
4. Foremen eligible. (R. 204.)	4. Foremen ineligible. (R. 1451.)
5. Held no general membership meetings. (R. 148.)	5. Held general membership meetings. (R. 749.)
6. Meetings on company property. (R. 1196.)	6. Meetings in union hall off company property. (R. 750.)
7. No attorney. (R. 1197.)	7. Attorney. (R. 719.)
8. Company participation in internal organization. (R. 1299.)	8. No Company participation of any kind. (R. 719-721, 1451-56.)
9. No connection with Caldwell-Moore plant. (R. 1296.)	9. One of two Locals. (R. 1452.)
10. No basic agreement with management on working conditions. (R. 1198.)	10. Basic agreement with management on working conditions. (R. 743, 1460.)
11. Not incorporated. (R. 1296.)	11. Incorporated. (R. 1448.)

E. The Leadership of the Independent Was Different.

Not only were there such differences in all material respects that no employee could have supposed that the Independent was the same kind of an organization as the Plan,

but there was dissimilarity in leadership. At various times the following employees were elected Plan representatives: Salmons, Lackhouse, Litster, Froling, Brucks, A. Johnston, Kachinsky, Daugherty, Kvet and Wendell (R. 1301, 305, 152). Of this group, Salmons and Lackhouse became active organizers for the Amalgamated (R. 152, 305, 295). Litster, Froling and Brucks were induced to become active organizers for the Independent by Linde (R. 720), who was the originator and leader of the Independent. Linde was never a Plan representative, while Salmons, the leader of the Amalgamated, was a Plan representative (R. 713).

The Independent committeemen as designated in the constitution were Brucks, Linde, Rask, Froling, Rosenbaum, Jeske and Litster (R. 1315-1316). Four of these seven had never been Plan representatives.

The first permanent officers of the Independent were Rask, president of Local No. 1, Kovatch, vice president, Conybear, secretary, and Rosenbaum, treasurer (R. 737), none of whom had been Plan representatives.

The following were elected stewards of the Independent: Walker, Milke, Hacker, Conybear, Heyer, Davis, Paulson, Zwart, Boynton, VanBerdandt, Schroeder, Kuehn, Kockinsky, Masilione, Balton, Robinson, Miller, Wildheim, Ehbert, Monroe, Reidel, Hallet, Ross, Bullard, Fagerstrand, Paldo, Belanger, Steele and Brucks (R. 748). Twenty-eight of the twenty-nine stewards had never been Plan representatives.

The following members of the Independent appeared to be most active in solicitation of members and collection of dues: Kovatch (R. 658), Robinson (R. 660), Petrouski (R. 529), Jamieson (R. 362), Erickson (R. 349), Linde (R. 344), Brucks (R. 348), Johnson (R. 314), Froling (R. 283), Balton (R. 287), Jeske (R. 222), and Kresge (R. 872). Ten of this group of twelve had never been Plan representatives.

Accordingly, the record shows that the leaders of the Independent consisted almost exclusively of employees who had no prior official connection with the Plan. The Independent was originated and gained its impetus through Linde, who had no connection with the Plan.

Therefore, the employees could not have linked the Independent with the Plan.

F. The Company Properly Recognized the Independent Upon Proof of Its Majority.

The Company recognized the Independent upon adequate proof that it represented 760 out of 1,000 eligibles employees. The Amalgamated had made no request for bargaining rights (R. 164). According to Salmons the membership of the Amalgamated never approached a majority (R. 207, 1234). The Independent was recognized after Berry checked the proof for genuineness and after the Company executives considered the request for two days, during which time legal advice was obtained (R. 1143-1146).

The Board concluded that the "haste" of recognition favored the Independent (R. 1534). But so-called "hasty recognition" is significant only where there are conflicting claims, and the proof of majority of the union recognized is inadequate. *International Association of Machinists* v. *N. L. R. B.*, 110 F. (2d) 29 (App. D. C.), aff'd No. 16, October Term, 1940; decided November 12, 1940. *N. L. R. B.* v. *American Manufacturing Co.*, 106 F. (2d) 61 (C. C. A. 2), modified 309 U. S. 629.

In the cases cited by the Board in support of the proposition that a "hasty" grant of recognition is an indication of an employer's support (Bd. brief, p. 41), recognition was given without proof of majority, and in *N. L. R. B.* v. *Falk Corp.*, 102 F. (2d) 383, 388 (C. C. A. 7), and *N. L. R. B.*

v. *Lund*, 103 F. (2d) 815, 817, 818 (C. C. A. 8) there cited, the employer had previously refused to deal with an outside union.

The Company had no alternative under section 8 (5) of the Act other than to recognize the Independent.

The Board argues at length that under the circumstances the Company was obligated at the time of the decision in *N. L. R. B.* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, to take affirmative action by a statement of public withdrawal of backing of the Plan representatives or by a statement of public neutrality in order to release the employees from the "compulsion" to which they had been subjected, and the failure to publish such a statement rendered the employees incapable of organizing an undominated labor organization (Bd. brief, p. 26). The Board then argues that whether the action taken by the employer in a particular case is sufficient for this purpose is a conclusion of fact entrusted for determination to the Board. No finding or conclusion with reference to affirmative action was made in the decision and order.

Assuming that the men desired the Independent, what could they have done to accomplish that result which was different from the steps taken? The Board's argument, followed to its logical conclusion, means that because the men did the right thing to get that result, and acted promptly, it must be assumed that they were in effect merely continuing the Plan, and the subsequent recognition by the Company,—even though the Company had no excuse for not recognizing the Independent—was evidence that the Independent was dominated. If the Company fails to do this positive act, which the Board urges should be done, no inside unaffiliated union formed by the employees could be other than a dominated union; not because of anything the men should have done, but because of something the Company did not do.

The Board relies upon *Westinghouse Electric & Manufacturing Co.* v. *N. L. R. B.*, 112 F. (2d) 657 (C. C. A. 2) (cert. granted, No. 447, October Term, 1940), and *N. L. R. B.* v. *Swift & Co.*, decided November 20, 1940 (C. C. A. 8).

In *Westinghouse Electric & Manufacturing Co.* v. *N. L. R. B.*, 112 F. (2d) 657, the Second Circuit based its decision of domination on the fact that the independent was formed at a meeting of a representation plan, and because the representatives under that plan had made a canvass of the employees in their official capacity while the plan was still in existence. In the case at bar there was no official action taken by the Plan in the initiation or development of the Independent. Even if that court was correct in concluding that the employer had a duty to openly disavow the plan, the court's conclusion may be justified on the ground that the employees were led to believe that the representation plan was the means of initiating the Independent, whereas, here the employees could not have made such an assumption.

The Board relies on *System Federation No. 40* v. *Virginian Railway*, 11 F. Supp. 621 (D. C., E. D. Va.) for the proposition that the activities of former plan representatives in a successor independent is evidence of domination of the latter (Bd. brief, pp. 31, 32). In that case the railroad was enjoined from attempting to "influence" or "interfere" with the employees. The Court of Appeals held that there was ample evidence that the railroad had unduly "influenced" the employees, which is expressly forbidden in the Railway Labor Act (44 Stat. 577; 45 U. S. C. A. Sec. 151). The difference between the Railway Labor Act and the National Labor Relations Act is pointed out (*infra*, p. 32). The evidence of undue influence was in the nature of coercion, including threats that the railroad would abandon its car shop if the A. F. of L. came

in, and one of the superintendents of the railroad urged membership in an inside union at the same time that he purported to explain the employees' rights under the Railway Labor Act. Furthermore, Hearne, chief organizer of the successor independent, was found to be acting for the railroad and not representing the employees in good faith. In this case, the prime mover of the Independent, Linde, had no official connection with the Plan, and the Board does not even suggest that Linde was not in good faith representing the employees.

Likewise in *N. L. R. B.* v. *Swift & Co.*, decided November 20, 1940 (C. C. A. 8), the court based its decision of domination on the fact that the association was formed by the assembly plan representatives at the last assembly plan meeting. The plant superintendent at that meeting advised those present to choose an inside group of representatives and suggested an attorney for the new group. Its first bargaining committee consisted of 15 employees, 14 of whom were former plan representatives. The court concluded that the company took advantage of the existing organization and of the authority of certain members of its assembly. Here, no such conclusion would be justified and the employees could not have assumed that the Plan was the means of initiating the Independent.

We have pointed out that there is no evidence to show that any of the employees entertained a settled belief that the employer desired a particular type of organization; that the employees had not been subjected to compulsions under the Plan; that there could have been no linking of the Plan to the Independent in the minds of the employees; and that the employees were fully aware that the Independent was a new organization formed under new conditions. The Board's view that affirmative action should have been taken by the Company means that the Board interpreted its own decision as requiring affirmative action.

Moreover, nothing in the Act requires the Company to take action which would remove any such "settled conviction" from the minds of its employees, and there is nothing in the Act which prohibits the employees from acting on their own initiative, even if the Company maintains silence.

The Board, with equal justification, might have concluded that the Company preferred no union at all, and, had there been no subsequent labor organization, the Company would have violated the Act by failing to make a public announcement after the decision in *N. L. R. B.* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1. The interpretation which the Board gives the Act would place both the employer and the employees under the domination of the Board and deprive the employees of the freedom which the Act intended to confer. In a situation such as existed here, only an outside union could satisfy the Board that the employees' "settled conviction" had been removed or could be disregarded. It will be demonstrated later that any such interpretation of the Act by the Board is contrary to the intention of Congress and violates the legislative standards created by that body.

G. Both the Amalgamated and the Independent Solicited and Collected Dues on Company Time But Without the Knowledge or Permission of the Company.

The Board has argued that the solicitation which the Company allowed the Independent organizers to carry on during working hours without interference by the supervisory staff constitutes support to a labor organization and interference with its affairs (Bd. brief, pp. 34, 35).

The Board fails to note many instances where organizers for the Independent were warned and threatened with dismissal by the Company for engaging in union

activity on Company time. Hubert Brucks, one of the organizers for the Independent, testified that he solicited a few men for the Independent on Company time, and was caught by his foreman, Longwell, who warned him to stop because he was being paid for working (R. 829, 830). Ray Froling testified that he was warned by Fred Skeates, superintendent of the foundry, regarding solicitation and was told to stay by his machine and not run around (R. 816, 822). John Litster, organizer for the Independent, testified that he was told by his foreman, Carlisle, that he was not allowed to go around on matters not Company business and that if he did it again, he would get fired (R. 800, 802). George Linde, originator and prime mover of the Independent, testified that Longwell, a general foreman, told him "Don't let me catch you collecting dues or engaging in union business on Company time or we will fire you" (R. 781). Linde also testified that he was warned by two supervisors "to cut out the monkey business and stay around the bench" (R. 760). Linde complained that he was closely watched and that several of his associates told him that they were warned about walking around the shop when they were on legitimate business (R. 760, 781). Ralph Kresge, one of the organizing committee of the Independent, was reprimanded by Fred Skeates, foundry superintendent, when he was caught talking to an individual with one of the Independent cards in his hand. Skeates told him the next time it would be too bad for him (R. 872).

The cases uniformly hold that no inference can be drawn from solicitation on company time by one competing union when the employer has stopped such solicitation when it was brought to its attention and when both the competing unions engaged in the same practice. See *Ballston-Stillwater Knitting Company* v. *N. L. R. B.*, 98 F. (2d) 758, 761 (C. C. A. 2); *Cupples Co. Manufacturers* v. *N. L. R. B.*, 106 F. (2d) 100, 108 (C. C. A. 8).

The Board relies on *N. L. R. B.* v. *Bradford Dyeing Association*, 310 U. S. 318; and *N. L. R. B.* v. *Fansteel Metallurgical Corp.*, 306 U. S. 240, to support its statement that solicitation on company property is an "organization hall-mark" of employer support (Bd. brief, p. 35). We have demonstrated that the Independent was not permitted the use of Company time or property, and if its organizers did solicit on Company time, it was without the knowledge and permission of the Company. In both of these cases cited by the Board, solicitation was merely a part of the program of the policy-making officials of the companies (president in the *Bradford* case, and plant manager in the *Fansteel* case), who personally initiated and promoted the respective independent unions.

The Board has also relied on a quotation from *International Association of Machinists* v. *N. L. R. B.*, No. 16, this term, decided November 12, 1940, condemning the freedom of activity permitted one group as contrasted with the close surveillance of another. In the case at bar there is ample evidence that the Amalgamated as well as the Independent solicited membership and collected dues on Company time. The following record pages disclose solicitation or collection of dues by the Amalgamated on Company time: 917, 918, 921, 900, 904, 889, 910, 913, 894, 895, 862, 822, 826, 827, 1060, 881, 880.

It was so obvious from the testimony during the course of the hearing that both sides engaged in union activity on Company time that the Trial Examiner stated:

> "Trial Examiner McCarthy: I think the record is pretty clear that it worked both ways" (R. 901).

There is no substantial evidence that workmen solicited in the presence of their supervisors. Union conversations, solicitations and the collection of dues by both competing

unions were carried on when supervisors were out of sight (R. 857, 864, 818, 695).

There is ample testimony by various foremen that they were instructed specifically on union activity about the time the Wagner Act was declared constitutional, and that they knew the men had to be kept at work and would not be allowed to roam and talk whenever they please (R. 1016, 1017, 1019, 1047, 1048, 1055, 928, 1003, 1004, 1009, 1047, 1048, 1055, 1019, 1017-1019).

The Board offers as proof of its argument that the Company high-pressured the men into membership in the Independent Union the fact that 760 employees were enrolled in the Independent in the space of three days (Bd. brief, p. 20). The Board does not mention the number of employees who were engaged as solicitors for the Independent. Although there was no evidence introduced for the purpose of showing the exact number of solicitors, it is incidentally revealed that at least 22 employees were active in soliciting the original 760 members of the Independent (R. 222, 283, 286, 289, 314, 354, 356, 362, 425, 428, 529, 717, 797, 831, 851, 857, 871, 877, 880, 905, 906, 912, 919).

The Board names only 7 as solicitors for the Independent and does not mention the evidence that the 22 or more solicitors were besieged with requests to join the Independent. Linde stated that it (the Independent) was so big a feature that they were all anxious to get on the bandwagon and do something (R. 717-718). Litster testified that "They came to us, flocked to us to sign" (R. 797).

It is apparent from a careful reading of the record that there were even more than 22 employees soliciting the original members of the Independent (R. 831). The fact that there was a minimum of 22 employees soliciting

a large group of fellow workers who were anxious to join makes the result of 760 members a natural consequence and not, as the Board would make it appear, a suspicious achievement.

H. The Isolated Instances of Activity by Supervisory Employees Does Not Show Control of the Independent by the Company.

The lower court properly concluded, as a matter of law, that the evidence of foremen activity did not justify the finding of domination and the order of disestablishment.

There were between 60 and 70 foremen or supervisors at the plant. The evidence of union activity is directed at 6 of them, Olson, Nyberg, Siskauskis, Belov, McKinney and Staskey. These instances were sporadic and isolated and fail to disclose a pattern showing a predetermination to assist the Independent.

The following is submitted, not for the purpose of detracting from the Board's power to make findings from controverted evidence, but rather to demonstrate that the activities of those concerned did not amount to evidence of control of the Independent.

According to Lackhouse, Olson told him of the advantages of an inside union over an outside union (R. 285, 1529). Lackhouse also stated that Siskauskis signed the names of several employees to Independent petitions (R. 1530). The employees whose names were signed were unable to read or write and Siskauskis signed the name of Thomas only after he "said he could not write" (R. 1530). The Board states that Siskauskis threatened a number of employees with discharge (Bd. brief, p. 17) but no finding to this effect is made by the Board.

Siskauskis denied such threats and the Board in its Brief improperly assumes them in the absence of a finding.

The Court cannot be asked to consider parts of controverted testimony omitted from the Board's finding. *Florida* v. *U. S.*, 282 U. S. 194, 214, 215; *Atchison Ry. Co.* v. *U. S.*, 295 U. S. 193, 201-202.

The Board expressly found that its witness, Balcauski, stated in reply to Siskauskis that he (Balcauski) was a member of the C. I. O. and under the Wagner law foremen were not allowed to talk to the men and he (Balcauski) was not going to waste his time (R. 1530). This demonstrates Siskauskis' lack of influence.

The Board found that Siskauskis attended for a short time the first mass meeting of the Independent, but there is no finding by the Board that he participated in the meeting in any way or stayed for more than a short time (R. 1528, 1530).

The Board found that one of the witnesses, Kalamarie, testified that Belov received written instructions from McKinney ordering him to attempt to get the night foundry men to sign up in the Independent, and that Belov asked Kalamarie's advice and thereupon tried unsuccessfully to solicit Kalamarie and others (R. 1531). The Board did not call Belov to prove that he had received any such instructions. The instructions were not introduced in evidence and McKinney denied giving them. The whole incident is vague and uncertain as shown by the Board's findings, and it is based upon testimony of a witness who related what he had read from written instructions.

The Board found that Belov was a supervisory employee (R. 1532). Belov was an hourly paid workman,—a truck driver, burner and checker (R. 983, 1073, 1080, 1092). Irrespective of whether or not Belov was a supervisory employee, the Board's findings show that he was not influential within the group of workers in the night shakeout gang. The Board found that he did not know why

certain men in his group were laid off (R. 1542). The Board further found that he was carried on the Company records as a night checker (R. 1531). It is clear from the Board's own findings that the employees could not have believed that Belov carried any more authority than to transmit simple instructions and his activities did not give the Company control over their choice of the Independent.

The Board relied on the testimony of Lackhouse to find that Nyberg said to go ahead when Lackhouse asked if he could soilicit for the Independent (R. 1529). But there is no finding that he was given permission to do this on Company time and Lackhouse's testimony shows that he was not given this permission (R. 291). At this time Lackhouse, according to the decision and order, was a member of the Amalgamated (R. 1529). The findings of the Board further show that Lackhouse was uneasy about solicitation (R. 1529).

The findings with reference to Stasky will be taken up under the "Solinkos" (*infra*, p. 62).

The Board relies on *N. L. R. B.* v. *Fansteel Metallurgical Corp.*, 306 U. S. 240, 250, 262, in contending that the activities of these six supervisory employees are evidence of domination (Bd. brief, p. 37). In that case the company's plant superintendent originated a plan for an inside union in connection with an anti-C. I. O. campaign and in both of these causes he was assisted by foremen. The Court found there was substantial evidence that the Independent was organized as a result of these promotion efforts of the plant superintendent and the foreman. In *N. L. R. B.* v. *Bradford Dyeing Association*, 310 U. S. 318; *N. L. R. B.* v. *Pennsylvania Greyhound Lines, Inc.*, 303 U. S. 261; and *N. L. R. B. v. Pacific Greyhound Lines, Inc.*, 303 U. S. 272, also relied on by the Board (Bd. brief, p. 37), the evidence clearly showed that independent unions were initiated and formed by the pol-

icy-making officials of the companies involved. In *N. L. R. B.* v. *American Manufacturing Company*, 106 F. (2d) 61, 64, 68 (C. C. A. 2), modified 309 U. S. 629 (Bd. brief p. 37), a foregirl, who had been at one time active in a company-dominated union and instrumental in the company's plan to establish individual bargaining representatives, was the principal initiator and promoter of the Independent, and on this evidence the Court found she was acting for the company.

Thus all the cases cited by the Board for the proposition that the activities of the six supervisory employees establishes company domination are clearly distinguishable from this case on the ground that here the company had no hand in initiating or formulating the Independent and there is no evidence that the company had any program to assist the Independent.

The Board relies upon *International Association of Machinists* v. *N. L. R. B.*, decided by this Court on November 12, 1940, to place responsibility upon the Company for the statements and acts of these six employees because of their supervisory status (Bd. brief, p. 38). The Board's statement implies that the Company is responsible for all statements and acts of supervisory employees. In that case, this Court found that the inference that Fouts, Shock, Dininger and Bolander were acting for the company and not independently was supported by the following established facts: (1) their supervisory status; (2) they were active in the company dominated welfare association; (3) they headed the drive and were the leaders for the I. A. M.; (4) the I. A. M. program served the company's purpose and served no useful purpose for the employees.

In the case at bar, Linde and the other Independent organizers did not occupy the position of supervisory employees. Also those who were supervisors were not carrying out any plan or program; their acts indicated no at-

tempt to control or manage the Independent; and the employees had no reason to suppose that any of their personal opinions were spoken on behalf of the company and not on behalf of the employees. See *Sands Mfg. Co.* v. *N. L. R. B.*, 306 U. S. 332, 341, 342.

These findings of the Board cannot constitute domination. We shall point out later that domination means control. The evidence falls far short of control. Proof of interference by the company through statements of foremen is one thing, but proof that the company controlled the Independent through such statements is another.

Furthermore the evidence in the aggregate does not even show that degree of employer activity intended by Congress as a violation of the Act. The intention of Congress in this respect is important. Section 2(4) of the Railway Labor Act prohibits an employer from assisting or contributing to any labor organization, labor representative or other agency of collective bargaining, or from performing any work therefor, or to "influence" or coerce employees in an effort to induce them to join or remain, or not to join or remain members of any labor organization. In *Texas & N. O. R. Co.* v. *Ry. Clerks*, 281 U. S. 548, 568, this Court, in upholding the constitutionality of the Railway Labor Act, set forth standards to be followed by the Board and stated that "influence" meant "pressure". We quote from page 568:

> "The meaning of the word 'influence' in this clause may be gathered from the context. *Noscitur a sociis. Virginia* v. *Tennessee*, 148 U. S. 503, 519. The use of the word is not to be taken as interdicting the normal relations and innocent communications which are a part of all friendly intercourse, albeit between employer and employee. 'Influence' in this context plainly means pressure, the use of the authority or power of either party to induce action by the other in derogation of what the statute calls 'self-organization.'"

In the report of the Senate Committee on Education and Labor, May 26, 1934, Senate Report No. 1184, 73d Cong., 2d Sess., it is pointed out that the Supreme Court upheld a statute which "was in terms broader than this bill (National Labor Relations Act) for it forbade an employer not merely to interfere with or coerce his employees but even to 'influence' them."

Significantly the word "influence" originally in the Act was removed in subsequent drafts. Hearings of Senate Committee on Education and Labor, 74th Congress, 1st Session, Hearings on S. 1958. Senator Walsh stated at page 305:

> "I do not think there is anything in this bill to prevent an employer when his employees, the men and women, are about to organize, from posting a notice, or writing each an individual letter, or personally stating to each that he thinks their best interest is to form a Company union, that is violently opposed to so and so who is attempting to organize a union. I do not understand there is anything in this bill to prevent an employer from doing that, and that is why we struck out the word 'influence,' that would be 'influence' and not interference."

Changes in legislative drafts may properly be considered by the Court as evidencing the intention of Congress. *Federal Trade Comm.* v. *Raladam,* 283 U. S. 643, 648.

The activities above referred to constitute at the most "influence" as was properly pointed out by the dissent below. There was no evidence of interference in the Independent, let alone evidence of control such as we shall later show was intended by Congress in its use of the word "domination".

I. The Nature and Results of the Collective Bargaining Demonstrate That the Company Exercised No Control Over the Independent.

The Board's decision and order ignored the mass of evidence submitted by the Independent and the Company on collective bargaining. The Board announced as a rule of law that collective bargaining had no probative value in this case (R. 1534). The court below considered this evidence of bargaining and the following statement of the dissenting judge is illuminating:

> "It (the Independent) has carried on extensive collective bargaining with the company and I am unable to find anything in the form or character of the bargaining transaction which can reasonably be said to justify an inference that in its bargaining activities the Independent is in any sense controlled in its freedom of action by the company."

The court below had the right to consider relevant evidence which was not considered by the administrative tribunal. *Federal Trade Commission* v. *Curtis Co.*, 260 U. S. 568-580.

One of the purposes of the Act was to encourage the process of collective bargaining as a means of settling disputes which had been burdensome to commerce (National Labor Relations Act, sec. 1, sec. 7). Bona fide collective bargaining is strong evidence that there is no domination and the uncontroverted evidence of such bargaining in this case should have been so considered by the Board.

The administrative agency must consider the paramount aim of the law from which it derives its authority and must be governed by the intention of Congress. *Federal Trade Commission* v. *Raladam Company*, 383 U. S. 643. Furthermore, evidence of uncontrolled and successful collective bargaining by the Independent is strong positive evidence that the employer was not in fact

controlling, dominating or directing the affairs of the Independent.

In contrast, the Board itself has held that the lack of bargaining shows domination and has even based findings of domination under section 8(2) of the Act squarely upon the absence of collective bargaining. *In the Matter of Titan Metal Manufacturing Company,* 5 N. L. R. B., 577; *In the Matter of Skinner and Kennedy Stationery Company,* 13 N. L. R. B., 1186.

The employees acting through the Independent obtained a 5 per cent wage increase June 1, 1937 (R. 741); a 5 per cent bonus for night workers August 13, 1937 (R. 744); a change in the vacation plan (vacation pay for men laid off in 1937 (R. 746, 1167)); a change in seniority policy; and many improved working conditions (R. 740-747). The Independent met with the Company for the purpose of collective bargaining more than 25 times between April, 1937, and March, 1938, the date of the hearing (*supra,* pp. 3-5). In addition thereto, many individual grievances were presented by shop stewards to the foremen and heads of departments (R. 747). Such evidence is of primary probative value in determining the domination issue and it should have been so considered by the Board.

J. The Court Below Adopted a Proper Interpretation of Section 8(2) of the Act in Deciding That the Evidence Did Not Warrant a Finding of Domination and Order of Disestablishment.

The Court of Appeals had the clear right to decide as a matter of law that the findings in the aggregate did not show domination and interference with the formation and administration of the Independent or support thereof and hence the order of disestablishment was unwarranted.

The Act sets forth the scope of review of the Circuit

Courts of Appeal in section 10(e). This section is similar to section 5(c) of the Federal Trade Commission Act. Congress intended that the scope of judicial review provided in the Act be the same as under the Federal Trade Commission Act. The Report of the Senate Committee on Education and Labor, May 2, 1939, Senate Report No. 573, 74th Congress, 1st Session, states:

> "Section 10. Procedure before the Board. This is the most important procedural section. Despite the widespread charges that the bill invokes novel procedure and vests unusual powers in an administrative agency, the bill is modeled closely upon numerous Federal Statutes setting up administrative regulatory bodies of a quasi-judicial character. The common procedure is so well known that the committee deems it unnecessary in substantiation of this statement to refer to any analogous statutes save the Federal Trade Commission Act, section 5."

In *Federal Trade Commission* v. *Gratz*, 253 U. S. 421, 427, 437, the words "unfair method of competition," not defined by the statute, were in dispute. It was held that it was for the courts, not the commission, to determine ultimately as a matter of law what they include. Mr. Justice Brandeis, concurring in this principle, stated (p. 437):

> "The question whether the method of competition pursued could on those facts reasonably be held by the commission to constitute an unfair method of competition being a question of law was necessarily left open to review by the court. * * *"

To like effect is *Federal Trade Commission* v. *Beech-Nut Co.*, 257 U. S. 441-453. The same principle is applied in reviewing the conclusions of other administrative bodies, including the Board. *National Labor Relations Board* v. *Newport News Shipbuilding and Dry Dock Co.*, 308 U. S. 241, 251; *Helvering* v. *Tex-Penn Company*, 300 U. S. 481, 490; *Texas and Pacific Railway* v. *Interstate Commerce Commission*, 162 U. S. 197.

Section 8(2) of the Act provides:

> "It shall be an unfair labor practice for an employer

to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it * * *."

Nowhere in the Act is there a definition of the term "to dominate." Webster's New International Dictionary defines "dominate" as "1. to predominate over; to rule; to govern; 2. to have controlling power over; to be the ruling force in; * * *."

" 'Dominate' is a strong word meaning to master, to rule, to control." *Humble Oil and Refining Co.* v. *N. L. R. B.*, 113 F. (2d) 85, 87, 88 (C. C. A. 5).

The meaning of the words "to interfere with the formation or administration of any labor organization" is clearly set out by Senator Wagner (Congressional Record, Vol. 79, 74th Congress, First Session, p. 7570):

"* * * The undue influence which the employer exercised over the supposedly free agent of his workers may take other forms. It may consist in employer domination of the formation of the constitution or by-laws of a labor organization. The essence of interference is that the workers' organization instead of being absolutely free and independent as an organic entity is subjected in some way to the employer's will."

What was intended by the words of the statute is best described by the following examples taken from the quotations from Committee reports and debates on the National Labor Relations bills appearing on pages 72, 75 of Appendix II:

(1) Employer participation in framing the constitution or by-laws of a labor organization;

(2) When provisions in the constitution or by-laws cannot be changed without the consent of the employer;

(3) When the employer participates in the internal management or elections of a labor organization;

(4) When the employer supervises the agenda or the procedure of the meetings;

(5) Where the employer engages in several lesser interferences so that he overrides the will of the employees;

(6) Where the employer gives financial support to a labor organization.

Section 8(2) of the Act was intended to imply "overriding of the will of the employees" or actual or potential control over the labor organization. There was no evidence here from which a violation may be inferred and the lower court properly concluded as a matter of law that the order of the Board disestablishing the Independent should be set aside.

K. The Order Must Conform to the Purposes of the Act and the Standards Laid Down by Congress.

The Board's order of disestablishment is subject to judicial review. In *N. L. R. B.* v. *Fansteel Metallurgical Corp.*, 306 U. S. 240, 257, this Court stated:

> "The authority to require affirmative action to 'effectuate the policies' of the Act is broad but it is not unlimited. It has the essential limitations which adhere in the very policies of the Act which the Board invokes."

Whether administrative agencies validly apply the legislative standards set up and whether they act within the authority conferred or go beyond it are appropriate questions for judicial review. The scope of review extends not only to arbitrary and capricious interpretations of the statute but also to erroneous ones. *Federal Radio Commission* v. *Nelson Bros. Co.*, 289 U. S. 266, 276; *Federal Communications Commission* v. *Pottsville Broadcasting Co.*, 309 U. S. 134, 144, 145.

Congress did not intend to outlaw inside unaffiliated labor organizations. *Report of the Senate Committee on Education and Labor,* May 2, 1935, Senate Report No. 573, 74th Congress, First Session (p. 10):

> "This bill does nothing to outlaw free and independent organizations of workers who by their own choice limit their cooperative activities to the limits of one company."

Report of House Committee on Labor to the Committee of the Whole House on the State of the Union, June 10, 1935,

House Report No. 1147, 74th Congress, First Session (p. 18):

> "Nothing in the bill prohibits the formation of a company union if by that term is meant an organization of workers confined by their own volition to the boundaries of a particular plant or employer."

Congress only intended to eliminate "controlled labor organizations" (Appendix II, *infra*). *Report of Senate Committee on Education and Labor*, May 2, 1935, Senate Report No. 573, 74th Congress, First Session (p. 10):

> "The so-called 'company union' features of the bill are designed to prevent interference by employers with organizations of their workers that serve or might serve as collective bargaining agencies. Such interference exists when employers actively participate in framing the constitution or by-laws of labor organizations; or when, by provisions in the constitution or by-laws, changes in the structure or the organization cannot be made without the consent of the employer. It exists when they participate in the internal management or elections of a labor organization or when they supervise the agenda or procedure of meetings. It is impossible to catalog all the practices that might constitute interference which may rest upon subtle but conscious economic pressure exerted by virtue of the employment relationship. The question is one of fact in each case. And where several of these interferences exist in combination the employer may be said to dominate the labor organization by overriding the will of the employees."

We have pointed out above that the Act was devised to protect the right to organize, to encourage the process of bargaining, and to make secure the bargaining agency irrespective of the type of labor organization adopted by the employees. The type of union to be eliminated is only the controlled union, which does not represent the free choice of employees or which is incapable of functioning as a bargaining agency. All other unions, irrespective of whether they are inside or outside unions, affiliated or unaffiliated unions, come within the protection of the Act.

Although the Board has wide discretion in the selection of a remedy, yet a remedy which this Court finds to be in conflict with the purposes of the Act is beyond the scope of the Board's discretionary power. Otherwise, the Board would be the final arbiter in the construction of the statute under which it exists.

The court below recognized that the Board was in error in issuing its orders of withdrawal of recognition and disestablishment in the case at bar. The majority opinion, while reaching the same conclusion as the dissenting opinion on this particular point, reasoned along lines heretofore discussed. Judge Treanor based his decision on alternative grounds which are presently pertinent (110 F. (2d) 516-517):

> "* * * And it follows from the nature and function of an order of disestablishment of a bargaining agent that the policy of the act will not be effectuated by such an order if the agency disestablished thereby is actually the free choice of a majority of the members of the bargaining unit and is genuinely free to represent the interests of the employees in their relation to the employer. Under such circumstances, an order of disestablishment would frustrate, not effectuate, the policy of the Act.
>
> "Since I believe there was no substantial evidence to support the Board's conclusion that petitioner's acts either rendered the Independent incapable of serving petitioner's employees as a genuine bargaining representative, or rendered its continued recognition by petitioner an obstacle to collective bargaining through freely chosen representatives, I conclude that the disestablishment portion of the Board's order was invalid."

That there may be a factual situation which calls for a cease and desist order but not a disestablishment order was anticipated by this Court in *N. L. R. B.* v. *Pennsylvania Greyhound Lines*, 303 U. S. 261, where this Court stated at page 270:

> "We may assume that there are situations in which the Board would not be warranted in concluding that

there was any occasion for withdrawal of employer recognition of an existing union before an election by employes under section 9(c), even though it had ordered the employer to cease unfair labor practices."

In *N.L.R.B.* v. *Newport News Shipbuilding and Dry Dock Co.*, 308 U. S. 241, it was stated on page 250:

"Sec. 10(c) was not intended to give the Board power of punishment or retribution for past wrongs or errors. Action under that section must be limited to the effectuation of the policies of the Act. One of these is that the employees shall be free to choose such form of organization as they wish."

In *N.L.R.B.* v. *Pacific Greyhound Lines, Inc.*, 303 U. S. 272, and in *Consolidated Edison Co.* v. *N. L. R. B.*, 305 U. S. 197; cited on page 43 of the Board's brief and all of the cases cited on page 44 of the Board's brief there was present the element of company control over the union held properly disestablished which is lacking in this case.

The distinction between a "prophylactic" remedy such as a cease and desist order under the Act and a "corrective" remedy, such as disestablishment order, was pointed out by Mr. Justice Brandeis in his dissenting opinion in *Federal Trade Commission* v. *Gratz*, 253 U. S. 421, 434:

"(1) Instead of attempting to inflict punishment for having done prohibited acts, instead of enjoining the continuance of prohibited combinations and compelling disintegration of those formed in violation of law, the act undertook to preserve competition through supervisory action of the Commission. The potency of accomplished facts had already been demonstrated. The task of the Commission was to protect competitive business from *further* inroads by monopoly. It was to be ever vigilant. If it discovered that any business concern had used any practice which would be likely to result in public injury—because in its nature it would tend to aid or develop into a restraint of trade—the Commission was directed to intervene, before any act should be done or condition arise violative of the Anti-Trust Act. And it should do this by filing a complaint with a view to a thorough investigation and, if need

> be, the issue of an order. Its action was to be prophylactic. Its purpose in respect to restraints of trade was prevention of diseased business conditions, not cure."

Where no condition of domination or control of a union ever existed, but at the most intermeddling that might have a tendency to lead to control in the future, the corrective remedy of disestablishment is improper. In addition, as the dissenting judge below pointed out, disestablishment on the present record would "frustrate" rather than "effectuate the policies of the Act."

Conclusion of Point I.

There is no evidence of a "settled conviction" by the employees that the Company desired a particular type of labor organization and, in the absence of such evidence and a finding thereon, the Board's argument is improper.

The intention of Congress is apparent. First, the Act was not to be interpreted as eliminating so-called inside unaffiliated unions; second, domination means "an overriding of the will;" third, interference means participation in; and fourth, one of the main objectives was to encourage the process of collective bargaining to lessen disputes burdensome to commerce.

Here, the Company recognized and bargained with the type of union which Congress intended to protect. The bargaining between the Company and the Independent was of advantage to the employees in that they obtained many benefits, and was of advantage to the Company and the public in that there were no disputes burdensome to commerce.

The Board's order demonstrates that the Board wishes to destroy the form of organization chosen by the employees. In so doing it has adopted an unreasonable interpretation of the Act and has plainly violated the legislative standards.

The Board seeks this Court's approval of a formula improperly devised and used by the Board in concluding that the Independent was dominated. This formula is as follows: Given a plan of representation in which the employer participated followed by an inside unaffiliated labor organization, that labor organization must of necessity be regarded as dominated in law.

Because in the past some courts reached automatically from certain factual situations conclusions of coercion, Congress was impelled to pass remedial legislation. (See Clayton Act, 38 Stat. 730; Norris-LaGuardia Act, 47 Stat. 70; Congressional Record, Vol. 79, 74th Congress, First Session, page 7969.) By concluding domination of the Independent from the mere presence of the Plan instead of considering the evidence the Board has fallen into similar error. We respectfully urge that the Court reject the formula and require proof of domination in fact, or proof of an overriding of the will of the employees when they chose the Independent.

II.

THERE IS NO SUBSTANTIAL EVIDENCE TO SUPPORT THE BOARD'S FINDINGS THAT THE COMPANY VIOLATED SECTIONS 8 (1) AND 8 (3) OF THE ACT.

A. Karbel Was Properly Discharged for Inefficiency. Moreover There Was No Proof That the Company Had Knowledge of His Membership in the Amalgamated.

The decision of the Board finds that the Company discriminated in regard to Karbel's hire and tenure of employment, thereby discouraging membership in the Amalgamated (R. 1544). It ordered Karbel's reinstatement to his former position and the payment of back wages.

The Board in its brief adopts a new theory that Karbel was discharged because he refused Belov's alleged request that he join the Independent (Bd. brief, p. 54). Although the Board in its decision and order found that Karbel refused to join the Independent when solicited by Belov, after considering that fact with the evidence that he joined the Amalgamated, the Board concluded "that the real reason" for the discharge was that he joined the Amalgamated (R. 1544). Thus the Board in weighing the evidence for the purpose of determining the Company's reason for discharging Karbel rejected the fact that he refused to join the Independent as the basis for its finding. It is noteworthy that the Company could not have been making an example of Karbel by discharging him for refusing to join the Independent because, as the Board found, Karbel was not given any reason for his discharge (R. 1544). In any event the attempt of the Board in its brief to change the reason for its conclusion is improper. We contend that the sole issue presented by the decision and order is whether the Company discharged Karbel because he joined the Amalgamated. By his own testimony no one knew he joined that union (R. 567). We

also contend that the Board in now attempting to change the basis for the original finding of discrimination recognizes the essential weakness of Karbel's claim that he was discriminated against. This weakness we shall further demonstrate.

Karbel was employed by the Company in March, 1937. He worked for three months, until May 19, 1937, when he was discharged for inefficiency (R. 562). He had worked for the Company between 1925 and 1932 (R. 560, 561). Karbel's testimony shows that he was illiterate (R. 560-568). He worked as a chipper, which entails the removal of rough spots on castings (R. 561).

The record shows that Karbel joined the Amalgamated in the latter part of April, 1937 (R. 562). There is no evidence whatsoever that he was an active member of the union or that he wore his union button in the plant. He testified specifically that he told no one that he joined the Amalgamated. He stated that no one knew that he joined the Amalgamated (R. 567). Therefore, as the court below recognized, an indispensable element is lacking in the Board's case, that is, the Company's knowledge that Karbel was a member of the Amalgamated.

The Board in its brief at this time seeks to supply this essential missing fact by stating that the Company's alleged labor spy "was at that time a member and committeeman of the Amalgamated and attended its meetings" (Bd. brief, p. 54, footnote, 35). Supposition of this kind does not supply a missing finding, and, furthermore, we have pointed out (*supra*, p. 66) that Cousland's alleged surveillance completely stopped in October, 1936 (R. 121, 585, 1535). Salmons testified that Cousland took no part in the Amalgamated's meetings (R. 145, 146), and likewise there is no evidence that Karbel ever attended an Amalgamated meeting.

Without a showing that the Company knew of Karbel's membership the Company cannot be said to have discriminated against him with relation to his hire and tenure of employment by reason of his membership in that union. *Ballston-Stillwater Knitting Co.* v. *N. L. R. B.*, 98 F. (2d) 758 (C. C. A. 2).

Karbel was discharged because he was unable to do the amount of work that the average employee of the Company doing similar work was able to perform. The record substantiates the following facts: Labor costs in Karbel's department were rising (R. 1072). McKinney, the foreman, examined various labor cards, including Karbel's, and made frequent visits to the night shakeout gang in which Karbel worked to determine the reason for the rise. On these visits he would see how much the men had accomplished from the time they started work and would check up the following morning to see how much they actually performed (R. 1073). Karbel was on a piecework basis and his work, as well as the work of others, was easily checked. McKinney observed that Karbel and Cumorich (Cumorich is considered, *infra*, p. 50) were inefficient and McKinney warned them about their lack of production (R. 1077). McKinney then instructed William Peters, the time study expert, to check on their labor cards (R. 1077).

William Peters examined the time cards of Karbel and compared them with the time cards of five other workmen. He also rechecked his findings with a chart frequently used in foundries in connection with the bonus payment plan (R. 1270, 1271, 1415). The Company had made use of the chart in the past and had found it to be true and correct (R. 1271). The chart reduces cleaning and grinding operations in foundries to manits, a term denoting the unit of measurement of labor required to do a particular operation (R. 1270).

Peters' findings were set forth in a recap sheet, Respondent's Exhibit 31 (R. 1419). It shows that on a total of $115.89 worth of work performed by Karbel the Company lost $43.34. The other men in the department with whom Karbel had been compared gained about 28 per cent over the normal whereas Karbel lost 37 per cent (R. 1271, 1272). Peters' findings were reported to McKinney and Karbel was discharged.

The Board attacks Peters' findings as follows: First, the Board points out that each casting is assigned by the foreman to a particular workman for cleaning and it would be entirely possible for the foreman habitually to assign the dirtiest castings to one particular chipper (R. 1543). This is pure insinuation which is unsupported in the record. On the contrary, McKinney testified that no one particular chipper or grinder would be singled out to do less desirable work because it would not be possible to run a modern shop that way. McKinney further stated that it would not be the fair or right thing to do and a foreman could not get the respect of his men if such a practice prevailed (R. 1035, 1083). Karbel made no claim that he received dirtier castings than the other workmen.

Secondly, the Board maintains that conditions on the night shift differed from those of the day shift, and that Peters admitted than none of the other five so chosen for comparison worked on the night shift (Decision, R. 1543, 1544). However, Peters also testified that there is no substantial difference in the day and night work that is performed by chippers and that night chippers do not get dirtier work than day chippers (R. 1279).

Thirdly, the Board attacks the time studies on the ground that the hourly rate of the five employees used for the purpose of comparison was different and in most cases higher than that of Karbel (R. 1544). Here again the Board's conjecture lacks the basis of evidence. Peters testified that the

five men were taken from an entire group and were selected because they performed similar work and that the rates that were applied to the other five men were practically identical to those on which Karbel worked. Peters further testified that there may be 2 tenths of 1 per cent difference and that would not be enough to vary the accuracy of the time study (R. 1273, 1274, 1276). Even if the hourly rate of the five was different from Karbel's the result of the time study would not be altered (R. 1278, 1279).

Lastly, the Board contends that the work of the men was somewhat dissimilar, different piece prices on each job had been established and the total time allotted varied from individual to individual (R. 1544). However, Peters selected the men because of the almost identical work they performed (R. 1275), and the uncontroverted testimony is that while there is a different class of work on the castings, some of them being large and some small, and the condition of the castings may change, yet these matters average out themselves (R. 1035-1036).

While the Board, according to its decision, was not impressed with Peters' testimony, the Trial Examiner thought the opposite. He characterized Peters as an expert (R. 1279).

The respondent had a positive reason for its discharge of Karbel. We respectfully submit that it furnished credible and substantial evidence to prove this reason. This evidence is uncontroverted by the Board, except by insinuation and conjecture. No evidence was introduced by the Board in opposition to Peters or McKinney except Karbel's own statement that he was a good worker and that Belov did not know the reason for his layoff. We have considered Belov's position previously (*supra*, p. 29). The complete disregard of the Company's time studies without any proof that they were not made in good faith was unjustified.

All employers have wide latitude in employing and dis-

charging employees. The only requirement of the Act is that the employee must not be discharged on account of union activities and union affiliations. *Wilson & Co., Inc.* v. *N. L. R. B.*, 103 F. (2d) 243, 250 (C. C. A. 8); *N. L. R. B.* v. *Union Pacific Stages, Inc.*, 99 F. (2d) 153, 168 (C. C. A. 9).

It was said in *N. L. R. B.* v. *Thompson Products, Inc.*, 97 F. (2d) 13, 17 (C. C. A. 6) that

> "Interference with the right of an employer to determine when an employee is inefficient should not be lightly indulged in when applying the Labor Relations Act and * * * the evidence should be strong and convincing that he was discharged for union activities before reinstatement by an administrative board."

In addition the Board conjectures that it was an unusual thing for men discharged from the night shift to be paid in cash (R. 1542). The decision states that customarily they were paid off by the day foreman, McKinney, who had ultimate authority over all employees in the steel cleaning room, including the night shift (R. 1542). There is no evidence that the Company has not always paid in cash. One witness testified that he was given his pay envelope when he was laid off (R. 624). The Board carries its speculation *ad infinitum* when it finally says that "an unusual procedure of giving Karbel his dismissal pay was adopted, a procedure which prevented him from facing McKinney or the workers on the day shift" (R. 1544). Had Karbel wished to face McKinney he could have done so irrespective of whether he had to call for his pay envelope. Any supervisor of a large group of men is bound to lay off or discharge a considerable number over a period of time. It was improper to infer discrimination from this act. The Board drew the inference that Karbel was discharged in an unusual manner because he was paid off in cash. From this inference the Board inferred that McKinney did not want to face Karbel. From that inference, the Board inferred that Karbel was discharged because of his member-

ship in the Amalgamated. Such pyramiding of inferences is condemned in *N. L. R. B.* v. *Empire Furniture Corp.*, 107 F. (2d) 92, 95 (C. C. A. 6).

We respectfully submit that no valid reason was pointed out in the Board's decision why the time studies made by the Company were not to be believed. Unless it can be shown clearly that they were not bona fide, they demonstrate that the Company had a valid cause for the discharge of Karbel. Karbel was an inefficient workman. Even had he been an efficient workman, the necessary requirement that the Company had knowledge of his union affiliations is lacking. There is no proper finding of its violation of section 8 (1) or section 8 (3) of the Act.

B. Cumorich Was Properly Discharged for Inefficiency. Moreover, There Was No Proof That the Company Had Knowledge of His Membership in the Amalgamated.

The Board found that by discharging Nick Cumorich the respondent (Company) discriminated in regard to his hire and tenure of employment, thereby discouraging membership in the Amalgamated (R. 1544). It ordered Cumorich's reinstatement to his former position and the payment of back wages at his average earnings prior to his discharge (Decision, R. 1554).

The reason for the discharge of Cumorich was identical to that of Karbel (*supra*, p. 46). Cumorich was employed by the Company for six months prior to his discharge. He started in December, 1936, and was discharged May 19, 1937 (R. 409). He was a common laborer for the most part and performed some work as a grinder in the foundry (R. 412).

He was laid off on the same day as Karbel; he worked on the same shift as Karbel.

Cumorich joined the Amalgamated in the latter part of April, 1937 (R. 409). There is no showing whatsoever in the record that he was active in the Amalgamated; or that he wore a union button; or that the Company had any knowledge of his membership in the Amalgamated (R. 409). Therefore we adopt the same arguments and cite the same authorities as were made and cited with reference to Karbel (*supra*, p. 46).

The Board in its brief has treated Karbel and Cumorich jointly and argues that Cumorich also was discharged because he refused to join the Independent. The Board in its decision and order stated that the real reason for the discharge of Cumorich was the fact he joined the Amalgamated (R. 1544). We refer to our discussion of Karbel on this point (*supra*, p. 44).

Peters made a study of Cumorich's work and while it was difficult to find a basis of comparison, nevertheless from his studies he found that there was a loss of approximately 47 per cent on Cumorich (R. 1272, 1419. See Respondent's Exhibit 32, R. 1271, 1272).

Cumorich was hired as a chipper and grinder. He was used as a laborer for a period of time, to become accustomed to the work and to await an opportunity to locate on a chipping and grinding post. When the opportunity arose he was assigned to grinding small castings in the mill room and after a trial of about seven weeks was found to be unfit for the job for which he was hired. He was discharged after it was discovered that his production was about 35 per cent below the average (R. 1031).

The Board points to no tangible evidence for its refusal to accept the time study evidence of Peters. The Board finds that Cumorich rarely worked on piecework, since laborers are paid on an hourly basis and as a result the efficiency rating based entirely on Cumorich's capacity on piecework would not be a true test of his relative

capability (R. 1543). The Board completely omits the testimony showing that Peters' study was based not only upon comparison with other men, as in the case of Karbel, but it was also based upon Respondent's Exhibit 30, which sets forth the normal rate on the cleaning and grinding of castings. A comparison was made for both Karbel and Cumorich by use of the chart and the computations showed that Cumorich's loss was 47 per cent (R. 1272).

The testimony of Peters showing Cumorich's loss by the Manit chart to be 47 per cent is corroborative of McKinney's testimony that he observed Cumorich and Karbel to be substandard workers (R. 1074). Here again there is no justification in the record for the Board to refuse the positive testimony of McKinney and Peters when no controverting evidence is present in the record.

All the evidence shows that the Company did not know of Cumorich's union affiliations and that he was properly discharged for inefficiency. The findings of the Board that the Company violated sections 8(1) and 8(3) of the Act by discharging Cumorich are clearly erroneous.

C. Kalamarie Was Properly Laid Off for Lack of Work. Moreover No One Took His Job.

The Board found that the Company discharged Kalamarie because of his union membership and activities and ordered reinstatement and the payment of back wages (R. 1549, 1555).

The Board contends that Kalamarie, an arc welder, was laid off out of his usual seniority position and that workmen who had less seniority were retained. We contend that Kalamarie was properly laid off as an arc welder due to lack of work under the Company's policy of seniority and that he had no right to step back to his former occupation of burner.

Kalamarie had approximately two years' service with the Company, being hired November 11, 1935, and laid off November 30, 1937 (R. 621). His first occupation was that of helper in the foundry (R. 628). Early in 1936 he was promoted to the job of burner in the steel cleaning room of the foundry and at his own insistence was promoted to the job of arc welder in August, 1937 (R. 630, 1065, 1066). The last promotion came after he joined the Amalgamated in March, 1937 (R. 621).

In the latter part of October, 1937, the Company's business was sharply reduced. Of 283 employees in the foundry, 100 were laid off during a period of five months beginning in November. The output of the foundry dropped from 794 tons in March, 1937, to 448 tons in November, 1937, and to 250 tons in February, 1938 (R. 937, 938). The Company was forced to reduce the number of its employees and faced the problem of maintaining a force sufficient to operate efficiently at a lower level.

The Company had an established occupational seniority policy. This was expressly found by the Board in holding that the discharge of Bozurich was not discriminatory (R. 1547). The reason for this policy was that the different jobs required different training and in a large lay-off it became essential to retain skilled workmen to handle the different jobs. The Board in its brief states that this policy was only tentative (Bd. brief, p. 56). However, this is contrary to the evidence and the Board's express finding above referred to (R. 624, 1547).

The application of this policy to Kalamarie is as follows: the steel and iron foundry operated in connection with the plant is divided into 14 separate and distinct departments (See Respondent's Exhibits 6 to 19 and 6-A to 19-A, R. 1374, 1392, consisting of seniority lists). Each department is divided into occupations, for example, the steel cleaning department has within it the following occupations: grinders, chippers, cut-off chippers, cut-off men,

truckers, sand blast operators, oven tenders, arc and gas welders, arc welder checkers, inspectors and laborers (Respondent's Exhibit 6-A, R. 1374).

Each one of these occupations has a separate seniority classification list. Kalamarie appears on Respondent's Exhibit 6-A as an arc welder, in which position he had been engaged since August, 1937. The various occupations were established because they required different degrees of skill. An arc welder uses electricity to heat a metal rod and then deposits the molten metal in the cavities of castings in order to finish them. The gas welder uses an acetylene torch and oxygen to heat the castings and then replaces broken sections and remakes them so as to finish them properly (R. 955). It was uncontroverted that more experience and skill were required in the occupation of gas welder than in the occupation of arc welder (R. 959). Moreover, a gas welder received a higher rate of pay (R. 1116). A cut-off man or burner cuts off risers on casts (R. 1114). A laborer (cut-off) must have sufficient ability with a torch to cut large pieces of scrap metal into smaller pieces, thus enabling them to melt in the cupola without cluttering it (R. 1115).

With the lack of work in November, 1937, both arc welders, C. Novak and Kalamarie, were laid off. C. Novak, having less seniority than Kalamarie, was laid off one day previous (Respondent's Exhibit 6-A, R. 1374). Deskus and Murphy were gas and arc welders (referred to as combination welders). They were the only two welders remaining in the foundry. Deskus had less and Murphy had more seniority than Kalamarie but Deskus was retained because the company needed two gas welders until January, 1938, when Deskus was laid off (R. 958, 1374). The arc welding during this period was done by these two combination welders. Had the company laid off Deskus instead of Kalamarie, its production would have been obstructed because it would have had only one gas welder (R. 958).

Accordingly, Kalamarie was properly laid off according to seniority in the occupation of arc welder. No one took his place, as there was not sufficient work to be performed in that occupation. This fact is important as indicating an absence of discrimination.

The Board's conclusion in its decision and order is that an exception to the occupational seniority policy should have been made for Kalamarie and that he should have been stepped back and displaced either Kouna, Thiele or Melcoskey (R. 1548). Kouna, Thiele and Melcoskey (none of them are welders), who had less plant seniority than Kalamarie, were laid off subsequent to him. Kouna was laid off January 5, 1938, and Thiele and Melcoskey on March 11, 1938. Kouna was designated as a laborer (cut-off), Thiele as a cut-off man and Melcoskey as a chipper (Respondent's Exhibit 6-A, R. 1374).

The reason for the company's refusal to make an exception to the seniority policy for Kalamarie is that such a practice would disrupt the efficiency of the plant. Morley, foreman in the foundry, testified that such a policy in the event of lay-offs might leave some necessary occupations without any qualified workers (R. 1024, 1025). Skeates, the foundry superintendent, testified similarly (R. 961). Berry testified that the plant would be in a chaotic condition if this system were followed because 80% of the employees were skilled men. After absence from a job for any considerable period a worker would have to learn the job again because of constant changes in equipment and methods and this would be accompanied by loss of efficiency (R. 1088 and 1089). Moreover, Berry stated that if the system were followed in the event of lay-offs it would have to be followed in the event of rehirings and men who had been laid off for a period of time would have to become readjusted to jobs they formerly held (R. 1205).

However, the reason for the Board's conclusion that

there should have been an exception in Kalamarie's case to the Company's seniority policy is that Kalamarie would not have taken the promotion if he had known he would thereby forfeit his seniority (R. 1548). Kalamarie desired promotion to the job of arc welder and he could not have the new job without the consequences of a new seniority rating (R. 1064-1066). The Company would not have given him the promotion had it not deemed it permanent at the time it was granted (R. 968, 988, 989). Moreover, when Kalamarie was transferred to the job of arc welder the Company was satisfying his request for a wage increase and a promotion (R. 1064-1066). No slackening of work for arc welders was anticipated (R. 1069). If the Company made exceptions to the occupational seniority policy it would have been impossible to keep that policy objective and carry out its fundamental aim, which was to keep the plant efficiency at its maximum.

The Board in its brief has added another fact as a basis for its conclusion that an exception to the policy should have been made for Kalamarie by relying on the testimony of Kalamarie that he was promised that he could step back to his former occupation (Bd. brief, pp. 56-57). The Board made no finding of such a promise in its decision and order. This alleged promise was denied by his foreman—in fact his foreman told him he would lose his seniority if he took the promotion (R. 1066-1068), and where evidence is controverted only the findings of the Board in its decision and order can be relied upon. (See authority cited on p. 29 of this brief.)

Finally the Board found that Kalamarie was the only one laid off who was hired in 1935 (R. 1548). No inference can be drawn from this fact in view of the Company's strict adherence to its lay-off policy. The fact that such was the case at the time of the hearing does not mean that others who had been hired previous to Kalamarie were not laid off afterwards.

By finding that the company discriminated against Kalamarie because of its failure to give him a job in another occupation, the Board assumed managerial authority over the Company's business and insists that the Company substitute the Board's seniority policy for that which was in use by the Company. The Act does not empower the Board to arrogate such rights of management. *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, 45, 46:

> "The Act does not interfere with the normal exercise of the right of the employer to select its employees or to discharge them; that the employer 'may not, under cover of that right, intimidate or coerce its employees with respect to their self-organization and representation and on the other hand, the Board is not entitled to make its authority a pretext for interference with the right of discharge when that right is exercised for other reasons than such intimidation and coercion.'"

Kalamarie was laid off because of the drastic reduction of employment in the foundry and in strict accordance with the Company's policy, which was a fair and reasonable one (R. 624). The policy contended for by the Board is an unlawful encroachment upon the right of management to plan its production and direct its working forces in accordance with a policy that suits its particular needs. No exception was made either for or against Kalamarie. All the evidence shows that he was promoted at his own request to the job of arc welder after he had joined the Amalgamated and that the promotion was intended by both him and the Company to be permanent. Moreover, after his lay-off no one took his place. Accordingly, the Board erroneously found and concluded that the Company violated sections 8 (1) and 8 (3) of the Act in respect of Kalamarie.

D. Salmons Was Properly Discharged for Engaging in Extraneous Activities on Company Time, Thereby Causing Inefficiency and Disorganization of the Company's Personnel.

The Trial Examiner found that the discharge of Salmons was not discriminatory within the meaning of the Act, and that the complaint as to him should be dismissed (R., 1481). The Board's decision and order overruled the Trial Examiner and found that Salmons was discharged because of his membership in the Amalgamated and his activities in its behalf (R., 1540).

By virtue of the Company's rehiring Salmons on December 21, 1936, as a result of mediation by Beman and Disser, agents of the Board, then associated with the 13th Regional Office, the Board found that Salmons was not entitled to back pay and his continuous employment by the Company obviated reinstatement. Accordingly, the Board's decision and order with reference to Salmons went merely to the 8(1) charges. Since this entire incident took place and was closed by reinstatement over four months before the Independent even started to organize it has no probative value on the domination issue.

The court below held that there was no substantial evidence that Salmons was discriminatorily discharged.

We contend that Salmons' discharge was due to his activity on behalf of the Amalgamated during working hours, with the accompanying impairment of his efficiency and the efficiency of other employees whom he frequently solicited and engaged in conversations about unions.

Salmons had been in the maintenance department doing electrical work for about 14 years prior to his discharge (R., 142). His duties took him to various parts of the plant (R., 170-171). He became interested in the Amalgamated early in September, 1936 (R., 152-153). The Board characterizes Salmons' interest in the Amalgamated as the

result of his dissatisfaction with the Plan, but Salmons was unable to state any important conditions of employment with which he was dissatisfied (R., 1537). He mentioned specifically the occupational disease of silicosis which had been contracted in the past by some of the men in the foundry, but he admitted that the Company had taken measures to prevent such diseases and had recompensed those who had contracted it and had given them easier jobs (R., 186-187).

Salmons admitted union activities on Company time, and the record is replete with instances of such misconduct (R., 196, 208). He passed out CIO application cards to the men in the plant during working hours (R., 196, 208). He circulated around the plant during the course of his duties, and if he obtained the opportunity, would say something to the men about the union (R., 171).

These admissions corroborated the testimony of Berry, who had received information of Salmons' activities on Company time from the supervisory force (R., 1130). He was told that Salmons passed out application cards on Company time and property (R., 1129-30).

Berry testified that on or about September 15, 1936, while making his morning rounds, he saw Salmons talking to one "Long John," a sandslinger operator. About ten minutes later he noticed that Salmons was still talking to him. He asked Salmons if there was anything wrong, and Salmons replied that there was something wrong with the motor. Berry then asked the operator if the motor was running and he replied that it was running all right. Berry then told Salmons to go on his way and keep moving (R., 1131-1132). Later in the day, Berry asked the operator what Salmons was doing and he was told that Salmons was soliciting his membership in the CIO and further that on several occasions the switch was pulled on the sandslinger and then Salmons would take the opportunity to

come over, ostensibly to see what was wrong, but in reality to solicit him to join the CIO (R., 1132).

This incident, as well as Salmons' own admission that he was aware of the consequences of his union activities on Company time, forced the conclusion that Salmons was put on notice (R., 1539, 153).

After the sandslinger incident, Berry continued to receive information from supervisors regarding Salmons' activities on Company time (R., 1132). As a consequence, he discharged Salmons on September 21, 1936 (R., 153, 1132). The Board's decision finds that Berry accused Salmons of spreading union propaganda (R., 1538).

Berry and Conroy, the production superintendent, testified that Salmons was told that he was discharged for using more of the Company's time organizing than working (R., 1122-1123, 1132). Their version is not inconsistent with the Board's finding that Salmons was discharged for "spreading union propaganda", but adds the Company's reason for the discharge, that is, Salmons engaged in these union activities on Company time. The Board's acceptance of Salmons' version should have included his admission that he did *spend Company time* spreading union propaganda. However, the Trial Examiner stated in his intermediate report with reference to Salmons (R., 1481):

> "In view of the record on this case and Salmons' frank admissions, the discharge was not discriminatory within the meaning of the Act."

As we have pointed out, Salmons was rehired on December 21 after mediation by the Board on the express understanding that he would refrain from union activities on Company time. The Company desiring to show the negotiations which led up to Salmons' rehiring and the conditions upon which he was rehired sought subpoenas for Beman, Regional Director, and Disser, Field Investigator. The Trial Examiner denied the Company's application for subpoenas. Subsequently the Company made an offer of

proof which was refused by the Trial Examiner (R., 1134-1135) but was accepted in the Board's decision and order (R., 1520).

Berry testified and it is uncontradicted that he negotiated with Beman and Disser and agreed to take back Salmons because he was told by these agents of the Board that there would be adverse newspaper publicity and high litigation expenses unless Salmons was rehired (R., 1136-1137). In keeping with his agreement, Berry interviewed Salmons and offered him a job as an electrician, which was substantially the same as his old job (R., 1136-1137).

The Board found that it was expressly understood that Salmons was not to engage in union activities on Company time (R., 155, 1538). Salmons testified that Berry told him when he was rehired that "there will be no more running around the plant; there will be no more organizing", to which he (Salmons) replied: "No, there will be no organizing in the plant but there will be lots on the outside" (R., 155). Significantly, Salmons also testified that "Berry did not care what he (Salmons) did off Company time" (R., 178).

The Board argues that Salmons' efforts did not interfere with his work (Bd. brief, p. 48), but the inevitable results of Salmons' aforesaid activities were interference with his (Salmons') work and the work of the men he solicited. Accordingly, the Company was justified in its discharge of Salmons.

The true meaning and intent of section 8(1) of the Act is not to bestow upon the employee the unlimited right to engage in activity without reference to time or place. The employer may insist that such activity be engaged in outside of working hours.

E. The Finding of the Board That the Hiring of Frank Solinko Was Conditioned on Peter Solinko's Joining the Independent Has No Basis in the Record.

The Board found that the Company conditioned its hiring of Frank Solinko, the son of Peter Solinko, on Peter Solinko's joining the Independent (R. 1550). The findings of the Board are directed at the 8 (1) charge. There is no question of reinstatement or back pay involved. Since a blanket 8 (1) cease and desist order was enforced by the court below, the only reason for discussing this incident is to show that the Board's finding in this respect is not supported by substantial evidence and further that since this incident took place after the Independent was organized and recognized it had no relevancy on whether the overwhelming choice of the Independent was free or coerced.

The Board, as its brief points out, credited the testimony of the two Solinkos over a different version given by Stasky and over Kovatch's denial of any participation in the incident (Bd. brief, p. 19). An examination of their testimony shows that the employment of Frank was not conditioned on Pete's joining the Independent.

Frank, the son, said that the day before he went to work he met his father (Pete) in the office of Stasky. When asked if Stasky said anything about the Amalgamated, Frank said that Stasky asked how strong the C. I. O. was but that he (Frank) "didn't pay no attention" (R. 270). Frank said his father left the office but that he stayed for ten minutes to fill out another application blank and that after Stasky looked it over Stasky sent him to the doctor to be examined (R. 265). Frank followed the directions of Stasky and was examined that day and went to work the next morning (R. 266).

The father's story is that when he went to the office his son was there and that Stasky said that he should see

Kovatch and join the Independent while his son stayed in the office. However, Pete then relates that he did not seek out Kovatch and that when Kovatch came by and solicited him he refused to join the Independent, and that he did not join the Independent until the next day after his son started to work. Pete said that he did not know whether Frank was hired the day of the interview or not (R. 252) but Frank said he was hired that day, that he started to work the next morning (R. 266). Since Pete did not join the Independent until the next day, the Board's finding that Frank's employment was conditioned on Pete's joining the Independent has no basis in fact because Frank was hired and started to work before Pete joined. Neither Frank nor Pete said anything about showing Stasky an Independent membership card.

Furthermore, both the father and the son belonged to the Amalgamated as well as the Independent (R. 244, 267). The father joined the Amalgamated first, while the son joined the Independent first (R. 246, 271).

Pete, the father, testified he could not read, and his testimony is confused (R. 245). However, Pete quotes Stasky as telling him when he was laid off in January, 1938, that he (Stasky) did not care "if you pay dues—the Company don't have anything to do with it" and also that Stasky said, "It's your union and the Company has nothing to do with it" (R. 261). Frank testified that Stasky never talked to him about unions (R. 270). Thus, in the testimony of the Solinkos alone, disregarding the testimony of Stasky and Kovatch, the Board's finding is not supported in the record.

F. There Is No Substantial Evidence of Espionage.

The Board found that the Company utilized Cousland for the purpose of espionage and thereby interfered with the rights of the employees guaranteed in section 7

of the Act (R. 1537). The lower court sustained the Board's findings and order as to labor espionage. We contend that there is no substantial evidence of any reporting on union activities and that the Board, in arriving at its findings, employed the use of inferences in the presence of controverting testimony.

Cousland was not one of the 12 confidential operatives of the National Metal Trades Association who reported on union matters, but was an old employee with more than 20 years' service who reported to the Association current conditions in the plant, *excluding union activities* (R. 660, 611, 113). The Association relayed these reports to the company (R. 113, 583, 1157). The Board's witnesses Cousland and Abbott, and the Company's witness, Berry, all testified that Cousland reported on safety, sanitation, dissatisfaction with piecework rates, production and tooling methods, efficiency and time-study matters (R. 113, 114, 120, 1159, 584), yet the Board, in opposition to this positive testimony, finds that Cousland reported on union activities. This finding is based solely upon an inference of an alleged anti-union policy of the National Metal Trades Association, the Company's membership therein and the absence of Cousland's reports (R. 1536, 1537).

Cousland was paid an average of $9 per month by the Association, which amount was to cover his expenses. The Association then billed the Company for this sum. The books and records of the Association which were produced by the Board during the course of the hearing substantiate these payments (R. 599).

The Board found that there was a clear indication that the principal bond between the Company and the Association was that of anti-union policy and that Cousland served that policy (R. 1536). In order to sustain this finding, the Board points out that none of the correspond-

ence between the Company and the Association relates to time study or piecework dissatisfaction, investigation of which is supposed to have been the purpose of the Company in hiring Cousland through the N. M. T. A. (R. 1536). The Company did not hire Cousland through the N. M. T. A. Cousland had been working for the Company for more than two years when he formed his association with the N. M. T. A. (R. 112, 113). The correspondence relating to time study, piecework dissatisfaction, safety, tooling and production methods was not produced because it was not kept by either the Company or the Association (R. 1157, 586). The only correspondence remaining was introduced in evidence as Board's Exhibits 18 and 18a (R. 1321-1336). It indicated that the Company was interested in employer-employee relationships.

The Board has inferred that the Association was violently anti-union and then infers that the principal bond between the Company and the Association was that of anti-union policy from the fact of correspondence between the Association and the Company. However, the correspondence reveals no adoption by the Company of any such policy of the Association and on the contrary indicates disagreement with the Association's policy (R. 1331).

The Board found that Cousland was forced to resign from the Amalgamated in May, 1937, when his role as an undercover agent was made public by the Senate Subcommittee on Civil Liberties (R. 1535-1536). The only evidence in the record as to the reason for Cousland resigning is his statement that he dropped out of the Amalgamated because "I wanted to be decent enough with Mr. Salmon to tell him I had turned over to the other one" (R. 122). The Board also found that Cousland became active as a committee member of the Amalgamated (R. 1536). The record shows that Cousland was never active

in the Amalgamated and the Board's chief witness Salmons so testified (R. 145, 146).

Every piece of positive evidence establishes that Cousland's reports on these innocuous matters ceased in October, 1936 (R. 121, 585). In the face of this evidence the Board finds that his relationship to the company as a labor spy did not terminate until exposure in March, 1937 (R. 1537). No reason whatsoever is advanced by the Board to substantiate this finding. There were no reports after October, 1936. The reports previous to that time did not refer to union activities. The finding has no basis in the record.

The Company's membership in the Association and the manner in which Cousland reported are accepted by the Board in preference to the positive testimony of Abbott, Cousland and Berry, which discloses the following uncontroverted facts: (1) Cousland's reports stopped in October, 1936, whereas organizational activities became consequential in April, 1937; (2) the reports were concerned with dissatisfaction of workmen with piecework rates, safety, sanitation, production and tooling methods (R. 22, 23, 1159, 584); (3) Cousland was not placed in the same category in the books and records of the Association as those men who had been doing undercover work on labor and organizational matters (R. 606, 607); (4) Cousland's pay for writing the reports was insignificant compared to the pay of those who were doing undercover work on labor and organizational matters (R. 599, 612); (5) Cousland had been employed by the Company for 20 years, was paid by the Company as a regular employee and had been reporting on these matters when there was no semblance of a labor organization within the Company's plant.

Therefore, we respectfully submit that there is a total lack of proof of any reporting on union or organizational

activity and that there is no showing whatsoever of any use of Cousland's reports so as to interfere with the rights of employees under section 7(a).

Conclusion.

We respectfully urge that the judgment of the lower court should be affirmed.

HENRY E. SEYFARTH,
OWEN FAIRWEATHER,
LEE C. SHAW,
Attorneys for Link-Belt Company,
120 South La Salle Street,
Chicago, Illinois.

HERBERT POPE,
Of Counsel.

December, 1940.

Blank Page

APPENDIX I.

NATIONAL LABOR RELATIONS ACT.

The pertinent provisions of the National Labor Relations Act (49 Stat. 449; 29 U. S. C., Supp. V, Sec. 151) are as follows:

Findings and Policy. Section 1. * * * It is hereby declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection.

SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

SEC. 8. It shall be an unfair labor practice for an employer—

(1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.

(2) To dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: * * *.

(3) By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: * * *.

SEC. 10.

(c) * * * If upon all the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state

its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of this Act. * * *

* * * * * * *

(e) The Board shall have power to petition any circuit court of appeals of the United States (including the Court of Appeals of the District of Columbia), or if all the circuit courts of appeals to which application may be made are in vacation, any district court of the United States (including the Supreme Court of the District of Columbia), within any circuit or district, respectively, wherein the unfair labor practice in question occurred or wherein such person resides or transacts business, for the enforcement of such order and for appropriate temporary relief or restraining order, and shall certify and file in the court a transcript of the entire record in the proceeding, including the pleadings and testimony upon which such order was entered and the findings and order of the Board. * * * The findings of the Board as to the facts, if supported by evidence, shall be conclusive. * * * The jurisdiction of the court shall be exclusive and its judgment and decree shall be final, except that the same shall be subject to review by the appropriate circuit court of appeals if application was made to the district court as hereinabove provided, and by the Supreme Court of the United States upon writ of certiorari or certification as provided in sections 239 and 240 of the Judicial Code, as amended (U. S. C., title 28, secs. 346 and 347).

(f) * * * the findings of the Board as to the facts, if supported by evidence, shall in like manner be conclusive.

APPENDIX II.

CHRONOLOGICAL EXTRACTS FROM DEBATES IN THE SENATE AND HOUSE OF REPRESENTATIVES AND COMMITTEE REPORTS THEREIN RELATIVE TO THE APPLICATION OF THE NATIONAL LABOR RELATIONS ACT TO COMPANY UNIONS.

Report of the Senate Committee on Education and Labor on S. 2936, a bill to create a National Industrial Relations Board, May 26, 1934. Senate Report No. 1184, 73rd Congress, Second Session, pp. 4, 5:

"The first unfair labor practice restates the familiar law already enacted by Congress in section 2 of the Norris-La Guardia Act (47 Stat. 70; U. S. C., title 29, sec. 102), in section 77 (p) and (q) of the 1933 amendments to the Bankruptcy Act (47 Stat. 1481; U. S. C., title 11, sec. 205 (p) and (q)), in section 7 (e) of the act creating the office of Federal Coordinator of Transportation (48 Stat. 214; U. S. C., title 49, sec. 257 (e)), in section 2 of the Railway Labor Act of 1926 (44 Stat. 577, U. S. C., title 45, sec. 152) and in section 7 (a) of the National Industrial Recovery Act (48 Stat. 198; U. S. C., title 15, sec. 706 (a)). The language restrains employers from attempting by interference or coercion to impair the exercise by employees of rights which are admitted everywhere to be the basis of industrial no less than political democracy. A worker in the field of industry, like a citizen in the field of government, ought to be free to form or join organizations, to designate representatives, and to engage in concerted activities. And in *Texas & New Orleans Railroad Co.* v. *Brotherhood of Railway Clerks* (281 U. S. 548 (1930)) the Supreme Court of the United States (in a decision from which there was no dissent) upheld a Federal statute recognizing these rights. Indeed the statute upheld by the Supreme Court was in terms broader than this bill, for it forbade an employer not merely to interfere with or coerce his employees, but even to 'influence' them.

* * * * * * *

"The third unfair labor practice is one that the committee has considered with great care. There was presented to the committee much testimony from Govern-

ment officers, workers, and representatives of labor to the effect that a few employers had dominated labor organizations of their own employees by dictating the terms of their constitutions and by-laws, by refusing to let these labor organizations amend their constitutions without the consent of the employer, by dictating to the organization officials the procedure or agenda for meetings, by indulging in unusual favors prior to or contemporaneously with an election of representatives by the workers, and by making financial contributions to one of several rival labor organizations with the intent of inducing the workers to join the subsidized organization. These practices and others of the same character are clearly abusive and should not be allowed to continue in the few instances where they have existed.

"Yet these abuses do not seem to the committee so general that the Government should forbid employers to indulge in the normal relations and innocent communications which are part of all friendly relations between employer and employee. The policy of the Government is founded upon the theory of democratic collective bargaining, not upon the theory of class war, a conception foreign to industrial conditions in this country. And democratic collective bargaining means the exchange of ideas no less than the exchange of services, goods, or money. The object of the third unfair labor practice is to remove from the industrial scene unfair pressure, not fair discussion."

Senator Wagner's statement on presentation to the Senate of S. 1958, a bill to promote equality of bargaining power between employers and employees, to diminish the causes of labor disputes, to create a National Labor Relations Board, and for other purposes, 74th Congress, First Session, Congressional Record, Vol. 79, pp. 2371, 2372:

"The erroneous impression that the bill expresses a bias for some particular form of union organization probably arises because it outlaws the company-dominated union. Let me emphasize that nothing in the measure discourages employees from uniting on an independent- or company-union basis, if by these terms we mean simply an organization confined to the limits of one plant or one employer. Nothing in the bill prevents employers from maintaining free and direct re-

lations with their workers or from participating in group insurance, mutual welfare, pension systems, and other such activities. The only prohibition is against the sham or dummy union which is dominated by the employer, which is supported by the employer, which cannot change its rules or regulations without his consent, and which cannot live except by the grace of the employer's whims."

Testimony of Arno P. Mowitz, representing the Full Fashioned Hosiery Association, before the Senate Committee on Education and Labor, 74th Congress, First Session. Hearings on S. 1958, pp. 304-305:

"We believe that the provisions of this bill undoubtedly favor the kind of activities which we think will not be fair. We find that while you have eliminated the word 'influence' from last year's bill, you nevertheless have significant wording here which leads us to go back to the old principle, and that is this: You say we may not dominate and interfere and those are terms which need and require definition.

* * * * * * *

"We do not know what that means except to limit against the employment of definitions of the words 'dominate or interfere'.

"The Chairman [Senator Walsh]: The purpose is to limit those words as you have stated.

"Mr. Mowitz: We come then to this, that our main objection to the practical phase of this bill is that you tie the employers' hands in an attempt to arrive at amicable relation and working terms with his employees.

"The Chairman: I do not think there is anything in this bill to prevent an employer when his employees, the men and women are about to organize, from posting a notice, or writing each an individual letter, or personally stating to each that he thinks their best interest is to form a company union, that is violently opposed to so-and-so who is attempting to organize a union. I do not understand there is anything in this bill to prevent an employer from doing that, and that is why we struck out the word 'influence'. That would be influence, and not interference.

"Senator Wagner: I think you are getting frightened with words."

Testimony of John D. House, member of the Federal Labor Union of Goodyear Tire & Rubber Co. employees, before the Senate Committee on Education and Labor, 74th Congress, First Session. Hearings on S. 1958, pp. 557-558:

"Senator Walsh: When it comes to the question of coercion or interference, that is a different thing. We are now talking about influence. In this bill originally, the word 'influence' was included, to prevent the employer using influence, and so forth, and we struck the word 'influence' out, because we felt that an employer should not be prevented from exercising his influence for or against any particular organization that he thought detrimental to the welfare of his workingmen. Of course they would be left free to reject his advice and views and not to be interfered with if they did not choose to accept it. So that I understand you to say that all you have been doing is in a peaceable way, trying to argue it and persuade these employees that your organization is better than the one they have, for their own good.

"Mr. House: That is true. The whole question would hinge on a definition of what constitutes interference.

"The Chairman: That is a difficult situation. Coercion is more easily definable, but interference would not be, but I personally do not think that peaceably arguing for or against a particular course of action is interference. Do you?

"Mr. House: Here is one thing where it might be interference. You must realize that a man working on a job for a company has an inherent fear of losing his job, so that when the employer takes a definite stand and advises its employees that he favors certain plans, their wills are corrupted because they fear unless they do as he wants them to do, they will lose their job, and without the protection of a bona fide labor union, they are powerless to protect themselves and are therefore fearful of losing their jobs if they incur the displeasure or ill will of the boss.

"The Chairman: After this bill is enacted, if it is enacted, no employees can be discharged without an appeal to the Labor Board if he can prove that the reason for his dismissal is because he did not take the advice of his employer and because he chose some other

organization different from the employer's, and that is one of the arguments made for the bill by its proponents, that it seeks to remove the economic pressure that the employer possesses by reason of his ability to discharge a man if their minds do not meet on a question of what form or character or organization they should join."

Report of the Senate Committee on Education and Labor on S. 1958, May 2, 1935. Senate Report No. 573, 74th Congress, First Session, p. 10:

"This bill does nothing to outlaw free and independent organizations of workers who by their own choice limit their cooperative activities to the limits of one company.

"The so-called 'company-union' features of the bill are designed to prevent interference by employers with organizations of their workers that serve or might serve as collective bargaining agencies. Such interference exists when employers actively participate in framing the constitution or bylaws of labor organizations; or when, by provisions in the constitution or bylaws, changes in the structure of the organization cannot be made without the consent of the employer. It exists when they participate in the internal management or elections of a labor organization or when they supervise the agenda or procedure of meetings. It is impossible to catalog all the practices that might constitute interference, which may rest upon subtle but conscious economic pressure exerted by virtue of the employment relationship. The question is one of fact in each case. And where several of these interferences exist in combination, the employer may be said to dominate the labor organization by overriding the will of employees."

Statement of Senator Wagner to the Senate on S. 1958, 74th Congress, First Session, May 15, 1935. Congressional Record, Vol. 79, pp. 7569-7570:

"*The Problem of the Company Union.*

"* * * The undue influence which the employer exerts over the supposedly free agent of his workers may take other forms. It may consist in employer domination of the formation of the constitution or bylaws of a labor organization. The essence of inter-

ference is that the workers' organization, instead of being absolutely free and independent as an organic entity, is subjected in some way to the employer's will."

Debate in the Senate on S. 1958, 74th Congress, First Session, May 16, 1935. Congressional Record, Vol. 79, p. 7650:

"Mr. Borah: It has been stated over and over again by the critics of the bill that the bill prohibits the company union. There is nothing in the bill which prohibits a group of men coming together and organizing a company union if they themselves, the workers, desire a company union. The intention is to prevent companies from dominating and controlling a union in making the organization. I want to see the workingman free to join a union or to remain out of a union. I want working men free to form any kind of a union if it is freely formed; that is, formed of the free will of the employees. This bill does not do what so many seem to think."

Report of the House Committee on Labor to the Committee of the Whole House on the State of the Union, June 10, 1935. House Report No. 1147, 74th Congress, First Session, pp. 18, 19:

"Nothing in the bill prohibits the formation of a company union, if by that term is meant an organization of workers confined by their own volition to the boundaries of a particular plant or employer. What is intended to make such organization the free choice of the workers, and not a choice dictated by forms of interference which are weighty precisely because of the existence of the employer-employee relationship.

* * * * * * *

"It should be noted finally that the employer can be said to 'dominate' the 'formation or administration of a labor organization' where several of these forms of interference exist in combination, and he is able thereby to corrupt or override completely the will of employees."

Debates in the House of Representatives pursuant to H. Res. 263, resolving the House into a Committee of the

Whole House on the State of the Union for consideration of S. 1958, June 19, 1935. Congressional Record, Vol. 79, p. 9687:

"'Mr. Eckwall: Under this bill is it not a fact that they can still have company unions not affiliated with any other union?

"Mr. Connery: If the employees want to have a company union in any plant and they vote for a company union, they can have it."

Blank Page

FILE COPY

Office - Supreme Court, U. S.
FILED
AUG 23 1940
CHARLES ELMORE CROPLEY
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1940.

No. 236

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

INDEPENDENT UNION OF CRAFTSMEN,
Respondent.

BRIEF FOR RESPONDENT INDEPENDENT UNION OF CRAFTSMEN IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI.

BENJAMIN WHAM,
Counsel for Respondent.

August 23, 1940.

THE GUNTHORP-WARREN PRINTING COMPANY, 310 WEST JACKSON, CHICAGO

Blank Page

INDEX.

PAGE

SUMMARY OF ARGUMENT.

I.

Important Facts Ignored by the Board..... 1

1. Formation of Independent Union of Craftsmen. 2
2. The Legal Form of the Independent Union of Craftsmen 9
3. The Independent Union as a Business Enterprise 10
4. Collective Bargaining Between the Independent Union of Craftsmen and the Company..... 11

II.

Unimportant Circumstances on Which Board Predicates Its Findings of Domination, Interference and Support 14

1. The So-called Background of Labor Relations at the Plant Including the Discharge of Salmons and Novak (Both of Whom Were Re-employed Prior to the Organization of the Independent) and the Old Plan of Employee Representation or N. R. A. Union (Which Was Terminated Prior to the Recognition of the Independent).. 14
2. Recognition of Independent Prior to First Member's Meeting 15
3. Solicitation on Company Time 16

4. Hectographing on Company Machines of Application and Notice of Meeting 16

5. The Presence of Foremen at the First Meeting of the Independent 16

III.

Petitioner's Criticism of the Court Below Is Immaterial and Unfair 17

Consideration of the Seventh Circuit cases disproves this criticism.

Conclusion.

Since minor circumstances existing only at the time of organization are relied upon by the Board and the Independent has fully represented the employees for almost three and one-half years, the decree of the court below ordering the company to cease and desist domination, interference and support is sufficient and an order disestablishing the Independent would be punitive 18

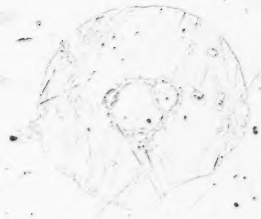
Cases Cited.

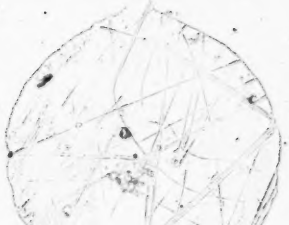
	PAGE
C. G. Conn v. N.L.R.B., 108 F. (2d) 390	18
Falk Corp. v. N.L.R.B., 106 F. (2d) 454	17
Fansteel Metallurgical Corp. v. N.L.R.B., 98 F. (2d) 375	18
Fort Wayne Corrugated Paper Co. v. N.L.R.B., decided March 28, 1940	17
Inland Steel v. N.L.R.B., 109 F. (2d) 9	17
Jefferson Electric Co. v. N.L.R.B., 102 F. (2d) 949	18
M. H. Ritzwoller Co. v. N.L.R.B., decided May 8, 1940	17
Montgomery Ward & Co. v. N.L.R.B., 107 F. (2d) 555	18
N.L.R.B. v. Boss Mfg. Co., 107 F. (2d) 574	18
N.L.R.B. v. Columbian Enameling & Stamping Co., 96 F. (2d) 948 (306 U. S. 292)	18
N.L.R.B. v. Falk Corp., 102 F. (2d) 383	17
N.L.R.B. v. V. Goshen Rubber & Mfg. Co., 110 F. (2d) 432	18
N.L.R.B. v. J. Greenebaum Tanning Co., 110 F. (2d) 984	17
N.L.R.B. v. Jones-Laughlin, Inc., 301 U. S. 1, 33	19
N.L.R.B. v. Pennsylvania Greyhound Lines, Inc., 303 U. S. 261, 270	18
N.L.R.B. v. Swift & Co., 108 F. (2d) 988	17
Stewart Die Casting Corp. v. N.L.R.B., decided July 3, 1940	17

Statutes Cited.

National Labor Relations Act, Section 2(5)	16
National Labor Relations Act, Section 7	2

Blank Page





IN THE

Supreme Court of the United States

OCTOBER TERM, 1940.

No. 236

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

INDEPENDENT UNION OF CRAFTSMEN,
Respondent.

BRIEF FOR RESPONDENT INDEPENDENT UNION OF CRAFTSMEN IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI.

I.

Important Facts Were Ignored by the Board.

Petitioner, on page 9, states that the Court below in its opinion "gives an impression of adherence to the established principles of judicial review under the Act." It goes on to say that this impression results only because the Court, in its discussion of the evidence, "repeatedly omits mention of the pertinent findings of the Board and of the evidence supporting them."

One difficulty with the Petitioner's position in this respect is that it did this very thing in its decision and order. We refer particularly to the fact that the Petitioner cavalierly brushed aside the more than two hundred

printed pages of testimony (R. 712-926) in addition to exhibits introduced by the Independent showing that it is a live, active, vigorous labor organization and that for more than three years it has fully represented the employees at the 39th Street Plant of the Link-Belt Company, and that it is the choice of well over a majority of the employees as a collective bargaining agent.

The following are some of the important facts ignored by the Board in whole or in part:

1. Formation of Independent Union of Craftsmen.

The Board's garbled account of the Independent's organization requires a correct summary of it.

The Independent Union of Craftsmen was formed after the National Labor Relations Act was declared to apply to manufacturing companies by the decision in the Jones & Laughlin case, decided by the Supreme Court of the United States April 12, 1937. The Independent Union of Craftsmen had no existence prior to that time. The Board would make it appear that it was an outgrowth of the old employees' representation of N. R. A. union in use at the plant previously. There was no connection between the two. After the Supreme Court thus made it clear that the old employees' representation plan was illegal, the majority of the employees formed and joined the Independent Union of Craftsmen, as they were permitted to do by the National Labor Relations Act. (N.L.R.A. Sec. 7.) Its organization came about in the following manner:

George F. Linde was an assembler and an arc welder at the 39th Street plant (R. 712). He enjoyed considerable popularity among the employees and possessed the qualities of leadership as his subsequent activities will bear out (R. 712, 713).

In September, 1936, Linde observed that the workmen were in a turmoil and there was considerable talk about the C.I.O. which was governed by the Steel Workers Organizing Committee (SWOC) (R. 712). He never served on the Board of the old employees representation plan (R. 713) and he never approved of it because it was composed of representatives of the employer and the employees. He favored a wholly independent union, that is independent from the employer and independent from outside labor organizers (R. 714, 759). He stated concerning outside unions:

> "* * * in the last ten or fifteen years some of the acts, not in one union, but a greater number of them, were pretty raw." (R. 759-760.)

Linde believed that the employees didn't want to be deprived of the right of governing themselves (R. 714). He believed that the men preferred a union in which they could govern themselves and not be bothered by outside influences.

Linde was approached by Louis Salmons who at that time was interested in the C.I.O. (R. 714). Salmons favored an outside influence governing the men while Linde favored self-government (R. 713). In the words of Linde, he and Salmons branched off like the Y of a road (R. 713).

While waiting for the decision in the Jones & Laughlin case, then pending in the Supreme Court, the men talked about the advisability of organizing their o n union and trying to get the whole membership of the company in such a union so that they could govern themselves (R. 715). When the Act was declared to apply to manufacturing concerns on April 12, 1937, Linde and some of his friends, Hubert Brucks, John Litster and Arthur Rosenbaum, decided to talk over the matter of organizing a union of their own (R. 715-16). He felt that the senti-

ment in the shop was strong enough to warrant making the effort (R. 716). They had a knowledge of independent unions at the time through friends of theirs in the steel district who were members of the Steel Employees Independent Labor Organization at Carnegie-Illinois Steel Company in South Chicago, and also through what they had read in the newspapers (R. 716). Linde and Brucks drew up a form of application for membership in the union at the home of Brucks after Litster and Rosenbaum had left on the night of April 12 (R. 716). The following day they had copies made of what they had drafted and during the course of the day interviewed several employees whom they asked to go along with them and sponsor a list (R. 717). Sheets of paper were prepared, headed and distributed among the men selected and they were told to go to work. Solicitation of various employees took place on the 14th, 15th and 16th of April (R. 717). Linde testified that a few of them were signed during the working hours but the great majority of them were signed at noon, in the morning, and the evening (R. 717). Linde further stated that the **general attitude of the men was that they all wanted to join.** He stated:

> "* * * the great majority of them were signed at noon, in the morning and the evening, because the fellows would come around our benches as we were working and say, 'who has got that list, I want to sign it, who has got this list?' It was so big a feature that they were all anxious to get on the band wagon and do something. That was the general attitude." (R. 717-718.)

This accounts for the success of the Organizing Committee and **fully refutes the skepticism of the Board** (R. 1534).

By Friday evening, about 760 signatures had been obtained and he and Brucks believed that they had enough. They believed that all the signers thought along the same

lines as they did and all intended to authorize them (Linde and Brucks) to go ahead with the organization (R. 718). Copies of these lists are in evidence as Intervenor's Exs. 2, 2A and 3A (R. 1420-1439).

On Friday evening, April 16, Linde and Brucks decided that they had to have a lawyer to give advice on the organizational work. They knew that the Steel Employees Independent Labor Organization had a lawyer and they had seen his name in the newspapers, so they called him and asked for an appointment (R. 718, 719).

They saw him on Saturday morning April 17, 1937, and explained their situation to him. They talked over the former procedure which had been followed and an arrangement on fees (R. 719). He drew up the proposed constitution which was practically the same as other constitutions he had drawn for other labor organizations (R. 719-20). The names of Brucks, Linde, Rask, Froling, Rosenbaum, Jeske and Litster were set forth as committeemen and Litster, Froling and Linde as delegates. See Board's Ex. 16 (R. 1314-17). It was decided that Linde and Brucks would get the committee together (R. 720). On Saturday afternoon, April 17th, they had contacted the seven named as committeemen in the constitution and they met on Sunday afternoon, April 18th. They had a large majority of employees signed but felt that in order to approach the company they had to have some designated officers (R. 721). Accordingly, they adopted the temporary constitution which constituted the Organizing Committee as the officers and agents of the Union until an election could be had (Board's and Intervenor's Ex. 16, R. 1314-1317).

On Monday, April 19th, the Independent's attorney sent out a form of recognition to be presented to the company by the delegates (R. 721, Intervenor's Ex. 1, R. 1420).

It was submitted to Mr. Berry, the assistant general manager that afternoon. Litster, Froling and Linde attended the first meeting with Berry on Monday, April 19th. At that time Litster said,

> "Mr. Berry we have a list of names here we wish to present to you and ask that you recognize this group of men as the sole bargaining agent of the employees of the Link-Belt Company's 39th Street plant. We have banded ourselves under the name of Independent Union of Craftsmen." (R. 724.)

The list, Intervenor's Ex. 2 (R. 1420) consisting of about 760 names, was handed to Berry (R. 724-5). Berry asked if he could have the documents and was told that he couldn't have them but he could look them over. He counted the names and checked against the list of the employees of the company. He checked for an hour and one-half or two hours (R. 725) and said that as yet he did not have authority to sign the recognition agreement, Intervenor's Ex. 1 (R. 1420) and as soon as he got permission he would advise them (R. 725-6). The committee took the lists and left.

There were between 950 and 1,000 who were eligible for membership in the Union (R. 725).

On Wednesday morning, April 21st, Berry called them into his office and said he was authorized to act as the agent of the Company in this behalf and asked for an inspection of the cards (R. 722).

On Saturday, April 17th, the Independent's attorney had drafted a form of application which he suggested they have printed and signed by the men (R. 727). These cards give authority to the Independent to bargain for the signers (Boards' Ex. 13, R. 1313). They were signed up by the same persons that had signed the lists. In the meantime others had signed the lists (R. 727).

A group of the members advanced some money to print the cards and hire a hall (R. 763).

The committee by this time had already hired a hall for the purpose of holding a meeting and having the attorney explain the purpose and meaning of the constitution and by-laws which they had already had printed for submission to the men (R. 729) and to ratify the acts of the organization committee and to elect permanent officers.

On Thursday, April 22, the Independent Union of Craftsmen held a mass meeting at the Lithuanian Hall, 3133 South Halsted Street, Chicago. The meeting was announced by distribution of small cards and by word of mouth (R. 730). There were about 550 present.

Litster presided and the attorney explained the National Labor Relations Act and the proposed constitution of the Union (R. 732). The attorney said that under the decision of the Supreme Court the Company could in no way interfere with, aid or abet the formation of a union and that it was entirely up to the men as to whom they wished to represent them and how they wished to be represented. He also said that the Company could neither directly or indirectly finance the Union and that the Union had to stand on its own feet as far as the Company was concerned (R. 733).

Linde was the secretary of the meeting and recorded the proceedings (R. 734).

After the reading of the constitution and the talk by the attorney, a motion was made and passed that the work of the organizing committee be approved and ratified (R. 734). On a rising vote fully 90% of those present stood (R. 734). The resolution was as follows:

> "Resolved that the constitution be and it is hereby ratified, approved and adopted; and the acts of the Organizing Committee are hereby ratified and adopted." (R. 837.)

There was a good deal of discussion from the floor. Paul Bozurich and Fred Johnson, members of the C.I.O., were

present and conducted themselves in an unruly manner (R. 735). Bozurich "did a lot of hollering and attempted to keep anyone else from talking." Fred Johnson came down the aisle with his coat open, his shirt out, slightly inebriated and hollered at the speakers (R. 791). He was escorted out (R. 1095).

It was decided at the meeting to hold an election of officers on May 4th and that until then the officers and committee which had been carrying on would continue. The resolution adopted was as follows:

> "Resolved that the committeemen and delegates named in the constitution continue to serve in their respective capacities for one month or until a general election can be held by secret ballot for the election of permanent committeemen and delegates." (R. 837.)

The recognition agreement was read and discussed, voted upon and approved.

Notices of the Union's election of officers to be held on May 4th were posted on the Union's bulletin boards. Between 400 and 450 attended the election. Litster opened the meeting and called for the election of a temporary chairman. Kresge was elected temporary chairman and Linde was elected temporary secretary (R. 736). Nominations were held and the election conducted by an election committee. The vote was by secret ballot. Rask was elected president of Local No. 1, Kowatch vice president, Conybear secretary, Rosenbaum treasurer, and Linde, Litster and Froling delegates to the general council (R. 737).

The manner of electing shop stewards was agreed upon (R. 737). The various departments were to hold an election at noon or before or after working hours by secret ballot as to who should represent the department as stewards. Thirty-one stewards were thereafter elected in this manner (R. 738).

2. The Legal Form of the Independent Union of Craftsmen.

The Independent Union of Craftsmen was later incorporated (August 3, 1937) under the laws of the State of Illinois. Its objects are set forth in the charter Intervenor's Ex. 6 (R. 1448). Object (h) is as follows:

> "To establish a labor union which shall by its by-laws provide for the organization of lodges in the several plants of said Company with virtual autonomy in local matters." (R. 1449).

It was organized with a view to including locals in all of the plants of the Link-Belt Company (R. 728). Up to the time of trial two locals had been established, Local No. 1 at the 39th Street plant with which this cause is now concerned, and Local No. 2 at the Caldwell-Moore plant. **It should be pointed out that Local No. 2 at the Caldwell-Moore plant is not involved in this proceeding.** Temporary by-laws were adopted by the general council providing for a general council, a plant committee for each plant, jurisdiction over members, initiation fees, duties of officers, power of the general council, auditing committee, issuance of charters, establishing order of business and passing of amendments. See Intervenor's Ex. 4 (R. 1440), the first by-laws for the general council and also Board's-Intervenor's Ex. 16 (R. 1314) for the temporary constitution.

Intervenor's Ex. 5 (R. 1444) is a copy of the first by-laws which governed member plants and plant committees. These by-laws concerned themselves with eligibility to membership, election of delegates to the general council, election of stewards, time of annual meetings and elections, who shall preside at the meetings, discipline of the members, quorum necessary to conduct business, suspension of members, recording of the minutes, keeping of funds, etc. (R. 1444-47).

Intervenor's Ex. 7 is the final by-laws of the Independent Union of Craftsmen which were adopted by the Board of Directors August 9, 1937 (R. 1451) after incorporation. They deal with membership, elections, meetings, quorum, withdrawals, reinstatements, initiation fees, dues, accounting and division, board of directors, collective bargaining, discipline, local charters, boards of stewards, and amendments (R. 1451-56).

There is no reasonable question concerning the fact that the Independent Union of Craftsmen was a labor organization. This was admitted by the Trial Examiner during the course of the hearing (R. 739) when he said:

> "I think you have already clearly established that it is a labor organization."

3. The Independent Union as a Business Enterprise.

The Independent Union of Craftsmen keeps minute books and account books (R. 835, 849). The books and records including its minutes and the records of income and disbursements were produced at the hearing and were found to be regular in every respect (R. 835, 849, 856).

The Union has a checking account at the Drexel State Bank; has vouchers for checks; and all cancelled checks are kept (R. 849). It collects dues of 50 cents per month (R. 749). A regular accounting procedure is followed in its money matters (R. 850). Over $3,000 had been collected by the Union from the members of Local No. 1 in the form of fees and dues to the time of trial (R. 749, 850, 854) eleven months after its inception. The Union held dances for its members (R. 852); purchased stationery and supplies including a typewriter; paid lawyer's fees of $1,000 and had arranged to pay an additional sum for representation before the Labor Board and thereafter (R. 749 and 779). The Union has rented and paid for the use of a hall

and all other expenses incidental and necessary to the operation of the Union. At least two meetings are held every month, one for the stewards and one for the entire body (R. 749). The meetings are held off Company property (R. 750). At the time of the trial it was trying to work out a system of insurance and sick benefit for the members (R. 782).

It also carried on extensive collective bargaining with the company, as will be seen in Section 4 following.

4. Collective Bargaining Between the Independent Union of Craftsmen and the Company.

On May 4, 1937 representatives of the Union met with Mr. Berry on the subject of an increase in wages to the hourly paid employees (R. 740).

On May 7, following the election, the Union by letter requested a conference to begin negotiations for a contract between the Independent Union and the Company (R. 741).

On May 11 representatives of the Union held another conference with Mr. Berry on the wage question. The demand was for a 10% general increase in wages. Berry stated that the Company was unable to meet the Union's demand (R. 741).

Undaunted by this refusal the representatives of the Union met with Mr. Kauffmann, the president of the Company, on May 19 at the downtown office to carry on negotiations for a general wage increase. Mr. Kaufmann explained that the Company had given the employees a 6% increase on November 2, 1936 and a 10% increase on May 15, 1937. **The Company finally agreed to a 5% increase in all hourly rates to be effective on June 1, 1937** (R. 741).

On May 21 representatives of the Union met with the representatives of the Company and submitted a draft

of an all inclusive bargaining contract covering wages, hours and working conditions between the Company and the Union (R. 741, 1457). There were negotiatoins on the subject leading to a contract during the days following May 21 (R. 742).

On June 1, 1937, at a conference held by the representatives of the Union and the Company there was discussion pertaining to seniority which could not be ironed out to the Union's satisfaction. The Union on this occasion again went over the head of Mr. Berry and conferred with Mr. Kauffmann, the president, Mr. Carter a vice president and Mr. Burnell a vice president (R. 742-3). The Union's attorney drafted the contracts (R. 743).

The executive committee of the Union was ready to sign the all-inclusive bargaining contract when Mr. Berry was advised by counsel for the Company not to sign the contract. Instead the **Company agreed to abide by what had been agreed upon in the written document** under an oral understanding (R. 743, 1460).

On August 13 the representatives of the Union and the Company bargained about a bonus payment to be paid to the night workers. The Union felt that extra compensation should be given to those who had to go off their day shifts and work nights. **The Company finally agreed to a 5% bonus for the night workers** (R. 744).

On September 17 the representatives of the Union and the Company met with reference to a better vacation policy (R. 744) and on October 2 they met for the purposes of negotiating a closed shop (R. 744). On October 8 they met on the question of seniority layoffs.

On October 22 the representatives of the Union again went over the head of Mr. Berry and met with Mr. Kauffmann concerning a closed shop (R. 745). On November 2 the representatives of the Union met with Mr. Berry on

the subject of the closed shop and the Company refused to grant it (R. 745).

On November 9 the Union committee met with Mr. Berry on the question of vacations for 1938.

On November 15 the representatives of the Union met with Mr. Berry and discussed the issuance by the Company of a **statement of policy which would embody the terms agreed to as set forth in Intervenor's Ex. 9** (R. 745, 1460).

On December 3 representatives of the Union and the Company met with reference to vacations (R. 745).

On December 6 they again met with reference to vacations and at that time further conferences were held with the Company regarding the issuing of the above **statement of policy which was issued** (R. 745, Intervenor's Ex. 10, R. 1464).

On February 15, 1938 representatives of the Union met with representatives of the Company with reference to vacation pay for men who had been laid off for lack of work or for other causes during 1938. On February 21, 1938 they had another conference on this subject and an **agreement was reached that the employees who were laid off in 1938 would be paid the amount of money to which they were entitled in lieu of a vacation** (R. 746). Intervenor's Ex. 11 (R. 1467) is a copy of the statement that was issued pursuant to the Independent Union's negotiations on vacations.

On March 3, 1938 representatives of the Union and the Company met and discussed questions concerning work and Independent Union layoffs (R. 746).

As the hearing commenced March 14, 1938 evidence of further negotiations does not appear in the record. However, in addition to these matters several questions of im-

portance to the employees were taken up by the shop stewards with the foremen and heads of the departments and satisfaction was usually obtained from the Company (R. 747). **There were questions of vacations, layoffs, seniority, and back pay and several minor matters along with better lighting, better air conditions and safety matters that were the subjects of bargaining. Back pay** for a period of nine weeks was obtained for a painter in the crane department.

At page 778 of the record appears this very significant statement by the Trial Examiner, Mr. McCarthy:

> "In other words the record is clear that there has been collective bargaining by a labor organization."

II.

Unimportant Circumstances on Which Board Predicates Its Findings of Domination, Interference and Support:

1. The So-called Background of Labor Relations at the Plant Including the Discharge of Salmons and Novak (Both of Whom Were Re-employed Prior to the Organization of the Independent) and the Old Plan of Employee Representation or N.R.A. Union (Which Was Terminated Prior to the Recognition of the Independent).

Realizing that its case was weak, the Board was forced to rely on a number of trivial incidents all of which occurred at the time of the organization of the Independent. Among these it singled out three which constitute the so-called background of labor relations at the Plant. These include the circumstance of a labor spy, who ceased to be such prior to the organization of the Independent (R. 129-130), the discharge of Salmons and Novak, both of

whom were re-employed prior to the organization of the Independent (R. 221, 154), and the old plan of employee representation, or N.R.A. Union, which was terminated prior to the recognition of the Independent (R. 824). We do not believe that this court will find it necessary to review the case based upon such attenuated reasoning.

As pointed out above in Section I1, the only connection between the old N.R.A. Union and the Independent is that the Independent Union was formed at the time it became necessary to dissolve the old N.R.A. Union. On April 12, 1937 the United States Supreme Court held that the National Labor Relations Act applied to manufacturing concerns engaged in interstate commerce. Since the old plan of employee representation provided for representatives of the Company and employees, for all employees to belong to the plan automatically without dues, and for the company to defray the plan's necessary expenses, it was obviously illegal and was dissolved as quickly as possible. The employees were free under the National Labor Relations Act to form and join any union of their own choosing. A majority chose to form and join the Independent. **Since there were a large number of N.R.A. unions of this type throughout the country, the Labor Board's argument would prevent the formation of independent unions in those plants. This would emasculate the plain terms of the Act** which provide that employees may form and join any union they choose.

2. Recognition of Independent Prior to First Members' Meeting.

As pointed out in I1, prior to the demand for recognition the organization committee held a meeting and elected temporary officers (R. 721) and this action was ratified at the members' meeting and the officers continued in office

until a regular election could be held (R. 837). This constituted a labor organization (N.L.R.A. Sec. 2(5)). It is a matter of common knowledge that the C.I.O. continued as a Committee on Industrial Organization for several months after the Jones & Laughlin decision and then completed its organization and became the Congress on Industrial Organization.

3. Solicitation on Company Time.

As pointed out in Section I1 above, this was not done to any considerable extent by the Independent. It was not done with the consent of the Company, and was done to an equal extent at least by the C.I.O.[1]

4. Hectographing on Company Machine of Application and Notice of Meeting.

The attorney for the Board, the Trial Examiner for the Board and the Board seemed to think this was important. The Independent established conclusively that this was done after hours without the knowledge or consent of the Company (R. 768).

5. The Presence of Foremen at the First Meeting of the Independent.

The Independent established that Grenis and Siskauskis were not invited and never belonged (R. 1051). It is obvious from the latter's testimony that he is a man of limited experience and his story that he merely dropped in out of curiosity is undoubtedly the fact (R. 1051).

1. Instances of C.I.O. solicitation on company time and instances of warnings to representatives of Independent by management appear in the Record at the following pages: 662, 760, 780, 781, 800, 803, 816, 818, 819, 822, 826, 827, 829, 830, 832, 857, 862, 868, 871, 872, 873, 880, 881, 889, 894, 895, 900, 904, 910, 913, 916, 917, 918, 921, 928, 1060. At page 901 the Trial Examiner said: "I think the Record is pretty clear that it worked both ways."

III.

Petitioner's Criticism of the Court Below Is Immaterial and Unfair.

The petitioner attempts to persuade this court that the court below requires special treatment, and to prove this unwarranted assertion, the Board lists all of the decisions of the court below in labor cases, which deal with many different questions, to show that the court has not always agreed with the Board. Such evidence is immaterial to a consideration of the case at bar, which must stand or fall on its own record, and is unfair as it assumes that the Board opinions are 100 per cent correct and that whenever a circuit court of appeals disagrees with the Board it has invaded the Board's jurisdiction.

A consideration of the Seventh Circuit cases cited by the petitioner in a footnote (Petition 9, 10) shows that the court below was not considering questions of evidence in three cases: *Inland Steel* v. *N.L.R.B.*, 109 F. (2d) 9; *N.L.R.B.* v. *Swift & Co.*, 108 F. (2d) 988; and *Falk Corp.* v. *N.L.R.B.*, 106 F. (2d) 454. These cases do not indicate that the court is invading the jurisdiction of the Board to make findings of fact if supported by substantial evidence.

In five of the cases the court accepted the Board findings on factual issues: *Fort Wayne Corrugated Paper Co.* v. *N.L.R.B.*, decided March 28, 1940, *M. H. Ritzwoller Co.* v. *N.L.R.B.*, decided May 8, 1940, *Stewart Die Casting Corp.* v. *N.L.R.B.*, decided July 3, 1940, *N.L.R.B.* v. *Falk Corp.*, 102 F. (2d) 383, and *N.L.R.B.* v. *J. Greenebaum Tanning Co.*, 110 F. (2d) 984. These cases disproved the assertion of the Board.

In three cases the court accepted the Board's findings

except as to certain discharges under Section 8 (3) of the Act: *Montgomery Ward & Co.* v. *N.L.R.B.*, 107 F. (2d) 555 (the court reversed two out of 23 findings of the Board); *N.L.R.B.* v. *Boss Mfg. Co.*, 107 F. (2d) 574, and *N.L.R.B.* v. *Goshen Rubber & Mfg. Co.*, 110 F. (2d) 432.

In only three cases were the Board's findings completely reversed on the ground that they were not based upon substantial evidence: *Jefferson Electric Co.* v. *N.L.R.B.*, 102 F. (2d) 949; *C. G. Conn* v. *N.L.R.B.*, 108 F. (2d) 390; and *Fansteel Metallurgical Corp.* v. *N.L.R.B.*, 98 F. (2d) 375. In the last case the decision of the court below was affirmed on other grounds by this court.

In *N.L.R.B.* v. *Columbian Enameling & Stamping Co.*, 96 F. (2d) 948, the Supreme Court (306 U. S. 292) held, in affirming on other grounds the decision of the Seventh Circuit Court, that an essential finding of the Board was not supported by substantial evidence. This case destroys the effect of the unfair criticisms of the court below because it shows that the Board is not infallible.

Conclusion.

No new point of law is presented by this case and the decision of the court below is not in conflict with decisions by other circuit courts. The facts in each case must be considered separately and the discussions of facts in one case cannot be considered rules of law binding another court treating a different set of facts.

The court, in *National Labor Relations Board* v. *Pennsylvania Greyhound Lines, Inc.*, 303 U. S. 261, said (page 270):

> "We may assume that there are situations in which the Board would not be warranted in concluding that there was any occasion for withdrawal of employer recognition of an existing union * * * even though it had ordered the employer to cease unfair labor practices."

Such a situation exists in the case at bar because of the fact, pointed out by Judge Treanor of the court below in his separate opinion, that all of the instances relied upon by the Board to show domination, interference and support occurred at the time of the Independent's organization, a fact recognized by the Board's findings being phrased in the past tense (R. 1534-5, 1551). No evidence was introduced at the hearing of domination during the year following organization and preceding the hearing but the undisputed evidence shows affirmatively that during this latter period the Independent was a strong vigorous representative of the employees. And this situation has carried on for almost two and one-half years since the hearing.

In *National Labor Relations Board* v. *Jones-Laughlin, Inc.*, 301 U. S. 1, this court stated (page 33):

> "Thus in its present application the statute goes no further than to safeguard the right of employees to self organization and to select representatives of their own choosing for collective bargaining or other mutual protection without restraint or coercion by their employer."

The court below has prevented an injustice by holding that the evidence could not support the conclusion that the Independent is dominated by the employer and by ordering the company to cease and desist all and every kind of interference, and has assured to the members of the Independent the rights guaranteed them by the National Labor Relations Act.

We therefore respectfully submit that the Petition for Writ of Certiorari should be denied.

BENJAMIN WHAM,
Attorney for Independent.

August 23, 1940.

Blank Page

FILE COPY

Office - Supreme Court, U. S.
FILED
DEC 12 1940
CHARLES ELMORE CROPLEY
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1940.

No. 236

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

INDEPENDENT UNION OF CRAFTSMEN,
Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS, FOR THE SEVENTH CIRCUIT.

BRIEF FOR RESPONDENT INDEPENDENT UNION OF CRAFTSMEN.

BENJAMIN WHAM,
Attorney for Independent Union of Craftsmen, Respondent.

December 10, 1940.

THE GUNTHORP-WARREN PRINTING COMPANY, 330 WEST JACKSON, CHICAGO

Blank Page

INDEX.

	PAGE
Opinions below	1
Question presented	2
Statement	3
Formation of Independent	3
Legal form of Independent	9
Independent as business enterprise	10
Collective bargaining	11
Summary of argument	14
Argument:	
I. The primary purpose of the Act is to insure representation by an undominated union and the record shows that the Independent has given the employees this type of representation	15
II. The Board's finding of domination and order of disestablishment is not based upon substantial evidence	18
A. The motives of the organizers of the Independent are immaterial	19
B. The existence of an old Plan did not make it impossible for the Independent to be organized	20
C. There was in fact no connection between the Independent and the old Plan	21
D. The Independent was properly organized and recognized	22
E. The intermeddling of a few supervisory employees did not poison the Independent	25
F. No one knew about Cousland, the undercover reporter	27
III. Conclusion	27
No objection is made to a cease and desist order. But an order of disestablishment in this case is punitive.	

Table of Cases.

Ballston-Stillwater Knitting Co. v. N. L. R. B., 98 F. (2d) 758 (C. C. A. 2, 1938) 20

Consolidated Edison Co. v. N. L. R. B., 306 U. S. 197 ... 28

Cupples Company Mfrs. v. N. L. R. B., 106 F. (2d) 100 (C. C. A. 8, 1939) 20

International Association of Machinists v. N. L. R. B., Supreme Court, decided Nov. 12, 1940 26

N. L. R. B. v. Fansteel Metallurgical Corp., 306 U. S. 240 28

N. L. R. B. v. Jones & Laughlin Steel Corp., 301 U. S. 1 ..... 19, 20, 29

N. L. R. B. v. Pennsylvania Greyhound Lines, Inc., 303 U. S. 261 28

N. L. R. B. v. Swank Products, Inc., 108 F. (2d) 872 (C. C. A. 3) 20, 24, 26

Westinghouse Electric & Mfg. Co. v. N. L. R. B., 112 F. (2d) 657 (C. C. A. 2, 1940) 21

IN THE

Supreme Court of the United States

OCTOBER TERM, 1940.

No. 236.

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

INDEPENDENT UNION OF CRAFTSMEN,
Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS, FOR THE SEVENTH CIRCUIT.

BRIEF FOR RESPONDENT INDEPENDENT UNION OF CRAFTSMEN.

OPINIONS BELOW.

Judge Kerner and Judge Major in the majority opinion below held that there was no substantial evidence in the Board's findings or in the record that the Independent was a dominated labor organization and should therefore be disestablished (110 F. (2d) 506). Judge Treanor, in a dissenting opinion, concurred and added as an additional reason that a disestablishment order in this case directed against the Independent would frustrate the purposes of the National Labor Relations Act.

QUESTION PRESENTED.

Can an independent union organize and represent the employees in a plant where there was an old Plan and where a few isolated instances of union activity by foremen exist, where there is no evidence that the Independent or its officers are under the control of the company and there is strong evidence that the employees freely chose that labor organization and clear evidence of collective bargaining?

STATEMENT.

FORMATION OF INDEPENDENT.

The Independent Union of Craftsmen was formed after the National Labor Relations Act was declared to apply to manufacturing companies by the decision in the Jones & Laughlin case, decided by the Supreme Court of the United States April 12, 1937. The Independent Union of Craftsmen had no existence prior to that time. The Board would make it appear that it was an outgrowth of the old employees' representation or N. R. A. union in use at the plant previously. There was no connection between the two. After the Supreme Court thus made it clear that the old employees' representation plan was illegal, the majority of the employees formed and joined the Independent Union of Craftsmen, as they were permitted to do by the National Labor Relations Act (N. L. R. B. Sec. 7). Its organization came about in the following manner:

George F. Linde was an assembler and an arc welder at the 39th Street plant (R. 712). He enjoyed considerable popularity among the employees and possessed the qualities of leadership as his subsequent activities will bear out (R. 712, 713).

In September, 1936, Linde observed that the workmen were in a turmoil and there was considerable talk about the C.I.O. which was governed by the Steel Workers Organizing Committee (SWOC) (R. 712). He never served on the Board of the old employees representation plan (R. 713) and he never approved of it because it was composed of representatives of the employer and the employees. He favored a wholly independent union, that is independent from the employer and independent from outside

labor organizers (R. 714, 759). He stated concerning outside unions:

> "* * * in the last ten or fifteen years some of the acts, not in one union, but a greater number of them, were pretty raw." (R. 759-760.)

Linde believed that the employees didn't want to be deprived of the right of governing themselves (R. 714). He believed that the men preferred a union in which they could govern themselves and not be bothered by outside influences.

Linde was approached by Louis Salmons who at that time was interested in the C.I.O. (R. 714). Salmons favored an outside influence governing the men while Linde favored self-government (R. 713). In the words of Linde, he and Salmons branched off like the Y of a road (R. 713).

While waiting for the decision in the Jones & Laughlin case which was then pending in the Supreme Court, the men talked about the advisability of organizing their own union and trying to get the whole membership of the company in such a union so that they could govern themselves (R. 715). When the Act was declared to apply to manufacturing concerns on April 12, 1937, he and some of his friends, Hubert Brucks, John Litster and Arthur Rosenbaum, decided to talk over the matter of organizing a union of their own (R. 715-16). He felt that the sentiment in the shop was strong enough to warrant making the effort (R. 716). They had a knowledge of independent unions at the time through friends of theirs in the steel district who were members of the Steel Employees Independent Labor Organization at Carnegie-Illinois Steel Company in South Chicago, and also through what they had read in the newspapers (R. 716). Linde and Brucks drew up a form of application for membership in the union at the home of Brucks after Litster and Rosenbaum had left on the night of April 12 (R. 716). The following day they had copies made of what they had drafted and during

the course of the day interviewed several employees whom they asked to go along with them and sponsor a list (R. 717). Sheets of paper were prepared, headed and distributed among the men selected and they were told to go to work. Solicitation of various employees took place on the 14th, 15th and 16th of April (R. 717). Linde testified that a few of them were signed during working hours but the great majority of them were signed at noon, in the morning, and the evening (R. 717). Linde further stated that the general attitude of the men was that they all wanted to join. He stated:

> "* * * the great majority of them were signed at noon, in the morning and the evening, * * * It was so big a feature that they were all anxious to get on the band wagon and do something. That was the general attitude." (R. 717-718.)

By Friday evening, about 760 signatures had been obtained and he and Brucks believed that they had enough. They believed that all the signers thought along the same lines as they did and all intended to authorize them (Linde and Brucks) to go ahead with the organization (R. 718). Copies of these lists are in evidence as Intervenor's Exs. 2, 2A and 3A (R. 1420-1439).

On Friday evening, April 16, Linde and Brucks decided that they had to have a lawyer to give advice on the organizational work. They knew that the Steel Employees Independent Labor Organization had a lawyer by the name of Benjamin Wham, and they had seen his name in the newspapers, so they called him and asked for an appointment (R. 718, 719).

They saw him on Saturday morning, April 17, 1937, and explained their situation to him. They talked over the former procedure which had been followed and an arrangement on fees (R. 719). He drew up the proposed constitution which was practically the same as other constitutions he had drawn for other labor organizations (R.

719-20). The names of Brucks, Linde, Rask, Froling, Rosenbaum, Jeske and Litster were set forth as committeemen and Litster, Froling and Linde as delegates. See Board's Ex. 16 (R. 1314-17). It was decided that Linde and Brucks would get the committee together (R. 720). On Saturday afternoon, April 17th, they had contacted the seven named as committeemen in the constitution and they met on Sunday afternoon, April 18th. They had a large majority of employees signed but felt that in order to approach the company they had to have some designated officers (R. 721). Accordingly, they adopted the temporary constitution which constituted the Organizing Committee as the officers and agents of the Union until an election could be had (Board's and Intervenor's Ex. 16, R. 1314-1317).

On Monday, April 19th, the Independent's attorney sent out a form of recognition to be presented to the company by the delegates (R. 721, Intervenor's Ex. 1, R. 1420).

It was submitted to Mr. Berry, the assistant general manager that afternoon. Litster, Froling and Linde attended the first meeting with Berry on Monday, April 19th. At that time Litster said,

> "Mr. Berry we have a list of names here we wish to present to you and ask that you recognize this group of men as the sole bargaining agent of the employees of the Link-Belt Company's 39th Street plant. We have banded ourselves under the name of Independent Union of Craftsmen" (R. 724).

The list, Intervenor's Ex. 2 (R. 1420) consisting of about 760 names, was handed to Berry (R. 724-5). Berry asked if he could have the documents and was told that he couldn't have them but he could look them over. He counted the names and checked against the list of the employees of the company. He checked for an hour and one-half or two hours (R. 725) and said that as yet he did not have authority to sign the recognition agreement, Intervenor's Ex. 1 (R. 1420) and as soon as he got permission

he would advise them (R. 725-6). The committee took the lists and left.

There were between 950 and 1,000 who were eligible for membership in the Union (R. 725).

On Saturday, April 17th, the Independent's attorney had drafted a form of application which he suggested they have printed and signed by the men (R. 727). These cards give authority to the Independent to bargain for the signers (Boards' Ex. 13, R. 1313). They were signed up by the same persons that had signed the lists. In the meantime others had signed the lists (R. 727).

A group of the members advanced some money to print the cards and hire a hall (R. 763).

On Wednesday morning, April 21st, Berry called them into his office and said he was authorized to act as the agent of the Company in this behalf and asked for an inspection of the cards (R. 722).

The committee by this time had already hired a hall for the purpose of holding a meeting and having the attorney explain the purpose and meaning of the constitution and by-laws which they had already had printed for submission to the men (R. 729) and to ratify the acts of the organization committee and to elect permanent officers.

On Thursday, April 22, the Independent Union of Craftsmen held a mass meeting at the Lithuanian Hall, 3133 South Halsted Street, Chicago. The meeting was announced by distribution of small cards and by word of mouth (R. 730). There were about 550 present. There were a few wives of workmen and three or four small children present (R. 731).

Litster presided and the attorney explained the National Labor Relations Act and the proposed constitution of the Union (R. 732). The attorney said that under the decision of the Supreme Court the Company could in no way interfere with, aid or abet the formation of a union and that

it was entirely up to the men as to whom they wished to represent them and how they wished to be represented. He also said that the Company could neither directly nor indirectly finance the Union and that the Union had to stand on its own feet as far as the Company was concerned (R. 733).

Linde was the secretary of the meeting and recorded the proceedings (R. 734).

After the reading of the constitution and the talk by the attorney, a motion was made and passed that the work of the organizing committee be approved and ratified (R. 734). On a rising vote fully 90% of those present stood (R. 734). The resolution was as follows:

> "Resolved that the constitution be and it is hereby ratified, approved and adopted; and the acts of the Organizing Committee are hereby ratified and adopted" (R. 837).

There was a good deal of discussion from the floor. Paul Bozurich and Fred Johnson, members of the C.I.O., were present and conducted themselves in an unruly manner (R. 735). Bozurich "did a lot of hollering and attempted to keep anyone else from talking." Fred Johnson came down the aisle with his coat open, his shirt out, slightly inebriated and hollered at the speakers (R. 791). He was escorted out (R. 1095).

It was decided at the meeting to hold an election of officers on May 4th and that until then the officers and committee which had been carrying on would continue. The resolution adopted was as follows:

> "Resolved that the committeemen and delegates named in the constitution continue to serve in their respective capacities for one month or until a general election can be held by secret ballot for the election of permanent committeemen and delegates."

The recognition agreement was read and discussed, voted upon and approved. The constitution was discussed and adopted (R. 735).

Notices of the Union's election of officers to be held on May 4th were posted on the Union's bulletin boards. Between 400 and 450 attended the election. Litster opened the meeting and called for the election of a temporary chairman. Kresge was elected temporary chairman and Linde was elected temporary secretary (R. 736). Nominations were held and the election conducted by an election committee. The vote was by secret ballot. Rask was elected president of Local No. 1, Kowatch vice president, Conybear secretary, Rosenbaum treasurer, and Linde, Litster and Froling delegates to the general council (R. 737).

The manner of electing shop stewards was agreed upon (R. 737). The various departments were to hold an election at noon or before or after working hours by secret ballot as to who should represent the department as stewards. Thirty-one stewards were thereafter elected in this manner (R. 738).

LEGAL FORM OF INDEPENDENT.

The Independent Union of Craftsmen was incorporated August 3, 1937, under the laws of the State of Illinois. Its objects are set forth in the charter Intervenor's Ex. 6 (R. 1448). Object (h) is as follows:

> "To establish a labor union which shall by its by-laws provide for the organization of lodges in the several plants of said Company with virtual autonomy in local matters" (R. 1449).

The Union was organized with a view of including locals in all of the plants of the Link-Belt Company (R. 728). Up to the time of trial two locals had been established, Local No. 1 at the 39th Street plant with which this cause is now concerned, and Local No. 2 at the Caldwell-Moore plant. It should be pointed out that Local No. 2 at the Caldwell-Moore plant is not involved in this proceeding.

Intervenor's Ex. 4 (R. 1440) are the first by-laws for the general council and Board's-Intervenor's Ex. 16

(R. 1314) is the temporary constitution. Intervenor's Ex. 5 (R. 1444) is a copy of the first by-laws which governed member plants and plant committees.

Intervenor's Ex. 7 are the final by-laws of the Independent Union of Craftsmen which were adopted by the Board of Directors August 9, 1937 (R. 1451) after incorporation. They deal with membership, elections, meetings, quorum, withdrawals, reinstatements, initiation fees, dues, accounting and division, board of directors, collective bargaining, discipline, local charters, boards of stewards, and amendments (R. 1451-56).

INDEPENDENT AS BUSINESS ENTERPRISE.

The Independent Union of Craftsmen keeps minute books and account books (R. 835, 849). The books and records including its minutes and the records of income and disbursements were produced at the hearing and were found to be regular in every respect (R. 835, 849, 856).

The Union has a checking account at the Drexel State Bank; has vouchers for checks; and all cancelled checks are kept (R. 849). It collects dues of 50 cents per month (R. 749). A regular accounting procedure is followed in its money matters (R. 850). Over $3,000 had been collected by the Union from the members of Local No. 1 in the form of fees and dues to the time of trial (R. 749, 850, 854) eleven months after its inception. The Union held dances for its members (R. 852); purchased stationery and supplies including a typewriter; paid lawyer's fees of $1,000 and had arranged to pay an additional sum for representation before the Labor Board and thereafter (R. 749 and 779). The Union has rented and paid for the use of a hall and all other expenses incidental and necessary to the operation of the Union. At least two meetings are held every month, one for the stewards and one for the entire body (R. 749). The meetings are held off Company property (R. 750).

At the time of the trial it was trying to work out a system of insurance and sick benefit for the members (R. 782). It also carried on extensive collective bargaining with the company.

COLLECTIVE BARGAINING.

On May 7 the Union by letter requested a conference to begin negotiations for a contract between the Independent Union and the Company (R. 741).

On May 11 representatives of the Union held another conference with Mr. Berry on the wage question. The demand was for a 10% general increase in wages. Berry stated that the Company was unable to meet the Union's demand (R. 741).

Undaunted by this refusal the representatives of the Union met with Mr. Kauffmann, the president of the Company, on May 19 at the downtown office to carry on negotiations for a general wage increase. Mr. Kauffmann explained that the Company had given the employees a 6% increase on November 2, 1936 and a 10% increase on May 15, 1937. The Company finally agreed to a 5% increase in all hourly rates to be effective on June 1, 1937 (R. 741).

On May 21 representatives of the Union met with the representatives of the Company and submitted a draft of an all inclusive bargaining contract covering wages, hours and working conditions between the Company and the Union (R. 741, 1457). There were negotiations on the subject leading to a contract during the days following May 21 (R. 742).

On June 1, 1937, at a conference held by the representatives of the Union and the Company there was discussion pertaining to seniority which could not be ironed out to the Union's satisfaction. The Union on this occasion went over the head of Mr. Berry and conferred with Mr. Kauffman, the president, Mr. Carter a vice president and

Mr. Burnell a vice president (R. 742-3). The Union's attorney drafted the contracts (R. 743).

The executive committee of the Union was ready to sign the all-inclusive bargaining contract when Mr. Berry was advised by counsel for the Company not to sign the contract. Instead the Company agreed to abide by what had been agreed upon in the written document under an oral understanding (R. 743, 1460).

On August 13 the representatives of the Union and the Company bargained about a bonus payment to be paid to the night workers. The Union felt that extra compensation should be given to those who had to go off their day shifts and work nights. The Company finally agreed to a 5% bonus for the night workers (R. 744).

On September 17 the representatives of the Union and the Company met with reference to a better vacation policy (R. 744) and on October 2 they met for the purposes of negotiating a closed shop (R. 744). On October 8 they met on the question of seniority layoffs.

On October 22 the representatives of the Union again went over the head of Mr. Berry and met with Mr. Kauffmann concerning a closed shop (R. 745). On November 2 the representatives of the Union met with Mr. Berry on the subject of the closed shop and the Company refused to grant it (R. 745).

On November 9 the Union committee met with Mr. Berry on the question of vacations for 1938.

On November 15 the representatives of the Union met with Mr. Berry and discussed the issuance by the Company of a statement of policy which would embody the terms agreed to as set forth in Intervenor's Ex. 9 (R. 745, 1460).

On December 3 representatives of the Union and the Company met with reference to vacations (R. 745).

On December 6 they again met with reference to vaca-

tions and at that time further conferences were held with the Company regarding the issuing of a statement of policy which was issued (R. 745, Intervenor's Ex. 10; R. 1464).

On February 15, 1938 representatives of the Union met with representatives of the Company with reference to vacation pay for men who had been laid off for lack of work or for other causes during 1938. On February 21, 1938 they had another conference on this subject and an agreement was reached that the employees who were laid off in 1938 would be paid the amount of money to which they were entitled in lieu of a vacation (R. 746). Intervenor's Ex. 11 (R. 1467) is a copy of the statement that was issued pursuant to the Independent Union's negotiations on vacations.

On March 3, 1938 representatives of the Union and the Company met and discussed questions concerning work and Independent Union layoffs (R. 746).

As the hearing commenced March 14, 1938 evidence of further negotiations does not appear in the record. However, in addition to these matters several questions of importance to the employees were taken up by the shop stewards with the foremen and heads of the departments and satisfaction was usually obtained from the Company (R. 747). There were questions of vacations, layoffs, seniority, and back pay and several minor matters along with better lighting, better air conditions and safety matters that were the subjects of bargaining. Back pay for a period of nine weeks was obtained for a painter in the crane department.

SUMMARY OF ARGUMENT.

The National Labor Relations Act was designed to protect employees so that they could form and join any type of labor organization they chose. The Independent union was formed exclusively by the employees without the participation of the company in any way. The Independent union has given the employees successful representation in its bargaining with the company. The Board's finding of domination is based on an assumption that the men and women who joined the Independent must have done so because of some "belief" that the Independent was favored by the company. The record and the findings of the Board show that there is no basis for this assumption that the Independent members joined because of any such "belief." The reasons why an individual joins a labor organization is not the test to determine whether that independent was dominated. The test is rather whether the employer forced its employees to join a certain labor organization against their better judgment. That type of coercion, contemplated by the National Labor Relations Act, is absent from this record and from the Board's decision and order. Therefore, there is no evidence that the company has dominated the Independent and an order of disestablishment is improper.

ARGUMENT.

I.

THE PRIMARY PURPOSE OF THE ACT IS TO INSURE REPRESENTATION BY AN UNDOMINATED UNION AND THE RECORD SHOWS THAT THE INDEPENDENT HAS GIVEN THE EMPLOYEES THIS TYPE OF REPRESENTATION.

The primary purpose of the Act set out in its preamble and in section 7 is to insure to employees representation by an undominated labor organization and to permit employees to choose any type of organization they desire. This clearly means that the union must not be subservient to the company and must be freely chosen by its members. In addition the Act, in section 8 (1), prohibits employers from doing anything which interferes with the employees' rights to organize. The Independent, however, is not now interested in what the employer did or did not do except to show that what it did does not prove that the Independent was ever under its control.

Because of the lack of any positive evidence of employer control over the Independent,—such as financial support, use of a company-affiliated attorney, company control over the preparation of the constitution and by-laws, company right to veto by-law changes, or company direction and supervision over the organizers of the Independent,—the Board has found it necessary to invent a basis for its finding of domination. This fabricated basis is: Since there was an old N. R. A. Employees Board, the employees must have been under a "compulsion" during its existence (R. 1525); since the Independent followed the abandonment of the Employees Board, the employees must have "linked" the two together (R. 1534), so that when the employees chose the Independent,

they were under this assumed "compulsion". Therefore it was not their free choice (Board's brief pp. 22-34).

The Board also argues that the 760 employees who joined the Independent had been mentally conditioned against outside unions long before the Independent was ever thought of (R. 1525, 1526), so that when the choice between the two types of unions (*i. e.*, inside or outside) was presented to them, they chose the inside unaffiliated organization rather than the outside "bona fide" union (R. 1534). Finally, the Board concludes, since the employees made this choice, even though it was free from any present employer *coercion*, the company controlled and dominated the Independent and it was thereby rendered incapable of actively and successfully representing its members' bargaining with the company (R. 1534).

This entire argument is based upon one assumption after another, which we will show have no basis in this record or the Board's primary findings of fact and the Board's final step, that because the employees chose an "inside" rather than an "outside" organization therefore the company dominated the inside organization,—is not based upon the meaning of domination that was intended by the Act.

In contrast to this involved theory of the Board, which is no more than an assumption by the Board as to the mental attitude of the employees, the record shows that the Independent has carried out the primary purpose of the Act and has given the employees proper representation by successfully bargaining with the company. The Board refused to consider this evidence on the ground it was not relevant (R. 1534). Its failure, we contend, was an arbitrary refusal to consider the strongest evidence that the Independent is not a "sham" as the Board apparently maintains.

The record shows that on May 7, 1937, the Independ-

ent requested that the company meet with it for bargaining negotiations (R. 1149, 1150, 1414). Thereafter the Independent held many bargaining conferences with Manager Berry, representing the company, and with the executive officers of the company, Mr. Kauffmann, Mr. Carter, and Mr. Burnell (R. 1150). The uncontroverted evidence of the success of this collective bargaining was introduced by the Independent through Linde, the organizer of the Independent, and his testimony appears on pages 740 to 750 of the record. The Independent obtained wage increases after going over Berry's head to Kauffmann, the president of the company (R. 750). The Independent demanded and obtained changes in the seniority policy (R. 742, 743); a bonus payment for night workers (R. 744); a better vacation policy (R. 744); and vacation pay for the men laid off in 1937 (Intervenor's Exhibit 11, R. 746, 1467). The Independent successfully obtained better lighting, better air conditions, and improved safety measures (R. 747), and was unable to obtain only one of its major objectives, which was the closed shop (R. 745).

Thus the Board's finding that the Independent is unable to represent its members is based only on an involved argument that the 760 men and women are unable freely to choose the Independent as their representative because of some "belief" on the employee's part or some "compulsion" caused by no act of the employer at the time of their choice. This finding is made in the face of the unusual success of the Independent in bargaining with the company and the failure of the Board to find one fact that shows that the company directed the development of the Independent or controlled it in the least degree at any time.

We will show that the *findings* of the Board do not show domination of the Independent but instead demonstrate that the Independent was the free choice of the

employees. It is unnecessary to question the validity of any primary finding of fact made by the Board in order to show that the company never dominated the Independent.

II.

THE BOARD'S FINDING OF DOMINATION AND ORDER OF DISESTABLISHMENT IS NOT BASED ON SUBSTANTIAL EVIDENCE.

The Board's chief evidence to show that the Independent is controlled and dominated by the company is that it was organized about the time the old N. R. A. union was abandoned. It contends in its brief (p. 27) that the company could not sit idly by and recognize the Independent although the Independent had a majority and presented adequate proof, but that the company must first take affirmative action designed to notify the employees that it disavowed the old Plan. The Board contends that the company's failure to do this affirmative act is evidence of domination.

One difficulty with the Board's contention is that it places the employees under the power of the company. In other words, the employees could not under this interpretation of the Act organize an independent union, after an old plan had been abandoned, until the company performed this positive act. If the company chose not to do anything, after reading the Act after the Jones & Laughlin decision (301 U. S. 1) which clearly forbids the company from doing anything to influence employee action, the employees, if they wanted an *independent* union, would find it impossible, under the Board's interpretation, to organize one.

A second difficulty with the Board's position is that it assumes that the employees of the company were under some sort of "belief" or "compulsion" which caused them

to join the Independent and that this compulsion should have been removed by an act of the company. This assumption is not a valid one; first, because the history of the organization and development and subsequent bargaining of the Independent show that it was the free and overwhelming choice of the employees, and; second, the invalidity of the Board's assumption can be shown by briefly analyzing the grounds upon which the Board has based its conclusion of domination.

A. The Motives of the Organizers of the Independent Are Immaterial.

The Board in its decision and order contends that since it was "hostility toward the Amalgamated" and not "a genuine desire for self-organization" that was the primary motive for the Independent, the Independent organizers did not "relish the rights of self-organization guaranteed by the Act" (R. 1526-1527). The Board continues by finding that this fact shows that it was evident that the company had implanted upon the minds of the employees its dislike and distrust for outside or "bona fide" unions (R. 1526).

This finding as to the frame of mind of the organizers of the Independent is an arbitrary attempt to attribute domination to the Independent. It is based in part on the testimony of Linde that he knew the meaning of the decision in *N.L.R.B.* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1 (R. 1526), and in part on an innocuous statement of the plant manager in 1936 that did not impress anybody (R. 525, 262). Aside from the fact that this finding does not show that the employees were coerced into joining the Independent against their will, it is based on a fundamental misunderstanding of the Act. The Board's finding that they did not choose a "bona fide" organization must mean that the Board believes that an independent organization is not "bona fide" (R. 1534, 1526). Under the Act, the employees can organize and choose any kind of labor

organization they desire, irrespective of their motives. *N.L.R.B.* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1; *Ballston-Stillwater Knitting Co.* v. *N.L.R.B.*, 98 F. (2d) 758, 761 (C. C. A. 2, 1938); *Cupples Company Manufacturers* v. *N.L.R.B.*, 106 F. (2d) 100, 107 (C. C. A. 8, 1939).

In *N.L.R.B.* v. *Swank Products, Inc.*, 108 F. (2d) 872 (C. C. A. 3), Judge Biddle said (p. 875):

> "Because men express dislike to organized labor does not, as the Board suggests in its argument, indicate that they must be acting for the management."

B. The Existence of an Old Plan Did Not Make it Impossible for the Independent to be Organized.

The Board found that since the Independent was recognized only two days after the abandonment of the old Plan, the employees must "by necessity have linked the Independent to the Plan" (R. 1528). This assumption is not evidence that the company dominated the Independent.

If this assumption is accepted as evidence of domination, it would be impossible for men to form a union of their own wherever an N.R.A. plan had previously existed. The evidence shows in this case that the men knew their rights under the Wagner Act to join any union they chose (R. 717, 796, 825), and also that the Independent was a new organization in all its attributes. Although the company may have disregarded the Act until this Court decided *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, both the company and the employees knew its significance. Any retribution against the company should not be visited upon the Independent, which was organized by its members to enjoy their new rights.

The Board fosters the assumption that the situation was exactly the same after the Jones-Laughlin decision as before, whereas it was entirely different. Before the Jones-Laughlin decision it was the general belief that the Wagner Act had no application to unions in manufacturing plants. We are willing to agree with the Labor Board that under

that situation it would be difficult for an independent union to be really independent. However, after the Jones-Laughlin decision it was clear that the Act and the Board apply to these unions. The Independent Union therefore presumably would have the benefit of the Act and the Board's cooperation, as would outside unions, and an independent union so reinforced was now in a position to be really independent.

C. There Was in Fact no Connection Between the Independent and the Old Plan.

The Board in its attempt to connect these two organizations can only find that three out of seven of the first organizers of the Independent were old Plan representatives (R. 1534).[2] The Board maintains that this fact corrupted the Independent.

The Independent was not formed in any way as part of an official act of the old Plan or its representatives. That was the situation in *Westinghouse Electric & Manufacturing Co.* v. *N.L.R.B.*, 112 F. (2d) 657 (C. C. A. 2, 1940), a case so strongly relied upon by the Board in its brief (pp. 27-28). The Independent's organization was spontaneous under the leadership of Linde, a popular employee, who had never been connected with the old Plan (R. 712, 714, 759). If the Board's finding that the activity of three old Plan members as part of a group of 25 to 30 employees who were active in the organization of the Independent[3]

2. The Board states that "the representatives under the Plan were all active in solicitation for the Independent." (R. 1526.) This is incorrect because the Plan had seven members and only Brucks, Lister and Froling took part in the Independent's development (R. 720, 762). Salmons and Lackhouse, Plan representatives, were leaders of the Amalgamated (R. 152, 305).

3. Brucks, Linde, Rask, Froling, Rosenbaum, Jeske and Litster were the committeemen (R. 1315-1316). Three out of the seven were Plan representatives, Rask, president; Kovatch, vice president; Conybear, secretary; and Rosenbaum, treasurer, were the officers of the Independent (R. 737). None were Plan representatives. Walker, Mitke, Hack, Conybear, Heyer, Davis, Paulson, Zwart, Boynton, Van Berndandt, Schroeder, Kuehn, Kochinsky, Masilione, Balton, Robinson, Miller, Wilhelm, Ehbert, Monroe, Reidel, Hallet, Ross, Bullard, Fagerstrand, Paldo, Belanger, Steele and Brucks were stewards and active organizers (R. 748). Out of these twenty-nine, one was formerly a Plan representative (R. 1345).

is evidence of domination, the Board will disqualify men who had been previously elected by the men as their representatives, from ever again being their leaders. Men who are natural organizers cannot change over night and refrain from participation in a new movement. The court below properly pointed out that none of the officers of the Independent were old Plan representatives and, furthermore, the leader of the Amalgamated was a Plan representative (R. 152).

D. The Independent Was Properly Organized and Recognized.

The Board found that the Independent organization was concurrent with the decision upholding the Act and applying it to manufacturing plants (R. 1526); that Linde and Brooks drew up application petitions at night, and on April 13, Linde, Brooks and Rosenbaum obtained the aid of other employees to circulate petitions (R. 1527). On Wednesday, April 14, Thursday, April 15, and Friday April 16, solicitation for the Independent took place and 700 men signed up (R. 1527).

The Independent had no lawyer during these three days to counsel it on its activities. After contacting the employees at the Carnegie-Illinois Plants, to learn of their experience in organizing an independent[4] (R. 1527), the Independent leaders employed their lawyer. The following day Linde and Brucks discussed their problem with him, and a constitution and by-laws were drawn up (R. 1527). On April 19, the Independent organization had a clear majority and presented this proof to the plant manager (R. 1527). After first refusing to recognize the union, the plant manager conferred with the officers of the company and two days later granted to the Independent the recognition to which it was entitled (R. 1528).

4. The Independent in the Carnegie-Illinois plants was never recognized by the Company. Instead the C. I. O. was recognized. Obviously that Independent was Independent.

This recitation of the facts concerning the organization of the Independent are the facts set forth by the Board in its decision and order. The findings of the Board show that at no step of the way can it be contended that the company was directing its growth and development.

In addition to the Board's findings, it should be noted that in the eleven months following these first three days of its development, the Independent completed its organization, adopted a constitution and by-laws (R. 1528), elected officers and stewards (R. 736-738), held meetings, all of which were off of company property, held dances (R. 852), collected dues (R. 749) and had over $3,000 in its bank account at the time of the hearing (R. 749, 850, 854), paid all of its own bills, including a $1,000 attorney fee for legal services (R. 749, 779), chartered a second local at the Caldwell Moore Plant (R. 1528) (not involved here), settled grievances, and completed successfully a great deal of collective bargaining with the company (*supra*, p. 11).[5]

In this history of the Independent's development there is only one fact from which the Board attributes domination to the Independent. This fact is the "haste" of the company's recognition (R. 1534). We contend that a two-day delay after the presentation of clear proof of majority is not haste, and that the company did only what the Independent had a right to force it to do under section 8 (5) of the Act. The Board has often held that delay in recognizing a union upon proof of majority is a violation of the Act, *Moltrop Steel Products* 19 N.L.R.B. No. 55. Haste in recognition is only significant when it is used by the company to defeat the claim of majority of a competing union, not present in this case.

The Board cannot seriously contend that the fact that the Independent petitions were hectographed on a company machine shows domination (R. 1527). The evidence

5. This Independent has continued to represent the men for almost four years. It is regrettable that there is no record of the accomplishments of the Independent after the hearing.

clearly shows, and the Board's brief now concedes, that this was done without the permission of the company, after working hours (R. 1040, 1041, 768, 772, Board's brief, p. 15). Likewise, the Board cannot seriously contend that permitting the Independent to have bulletin boards, which were paid for by the Independent, is evidence of domination (R. 1533). This permission was granted after recognition and bargaining therefor and is perfectly proper (R. 866, 1393) as is now conceded by the Board (Board's Brief, p. 22 fn. 19).

The spontaneous approval of the Independent is the best evidence that its members were not under coercion when they chose that organization. Unless there is evidence in the record of mass threats of discharge, the Board's entire argument that 760 members joined the Independent because they were under "compulsion" or were afraid they would lose their jobs is unfounded. No company could force 760 men out of 1,000 to join any organization in three days without mass fear. The Board apparently does not want to understand that 760 men out of 1,000 having the intelligence possessed by the members of the Independent cannot be coerced so easily. Judge Biddle, in *N. L. R. B.* v. *Swank Products, Inc.*, 108 F. (2d) 872, held that the growth of the Independent in that case "was apparently the spontaneous reaction of a group of employees" and that "the Act does not purport to prohibit plant or so-called 'company' unions except where they are linked to the employer," and concluded that "that relationship does not arise from passive acquiescence of the employer, for acquiescence has none of the positive and aggressive quality contemplated by such words as 'interfere', 'restrain', 'coerce', and 'dominate', which we find in the Act."

E. The Intermeddling of a Few Supervisory Employees Did Not Poison the Independent.

As we have stated previously, we are not interested in the activities of the supervisors, unless their activity, as found by the Board, is substantial evidence that the company so dominated and controlled the Independent that the Independent should be destroyed to effectuate the policies of the Act. The Board found that one foreman (Olson) said to one man that he liked independent unions better than outside unions (R. 1529); that one foreman (Siskauskis) assisted several employees to sign Independent applications (R. 1529); that one supervisory employee (Belov) talked to some men in the night shake-out gang about the Independent (R. 1531); that one foreman (Nyberg) said a member of *Amalgamated* could solicit for the *Independent* (R. 1529).[6] The Board also found that after the Independent was organized and recognized two supervisors were present at an Independent members meeting (R. 1528, 1531), and that one employee was hired by the company concurrent with his father's joining the Independent (R. 1532). Since these last two events came *after* the recognition of the Independent they cannot contribute to the Board's theory that the 760 men who joined before the Independent's recognition were under a "compulsion."

The Board made no finding that any of these men threatened anybody with discharge if they failed to join the Independent. Their expressions were expressions of opinion rather than coercion. The Board made no finding that the foremen at the first members meeting participated

6. The Independent does not desire to question the Board's findings on the grounds of credibility, but feels that in justice to its members it should point out to this Court that the findings concerning foreman Olson, foreman Nyberg, and to a large degree the findings concerning foreman Siskauskis, were based on the testimony of one Lackhouse, who, as the Board found, was a member of the Amalgamated at the time that he testified he solicited for the Independent and heard the statements of the above mentioned foremen. The record clearly shows that he feigned sympathy with the Independent at that time in order to destroy it from within.

in any way, that they were invited, or that they stayed over a short time. The Independent should not be penalized for the lack of intelligence, the personal beliefs, or the curiosity of the supervisory force.

In *N. L. R. B.* v. *Swank Products, Inc.*, 108 F. (2d) 872, Judge Biddle said (p. 875):

> "* * * The Board suggests that 'mere attendance of supervisory employees has repeatedly been held to reflect employer interference', but the two cases cited do not go so far."

We agree with the lower court that this is a proper case for a blanket cease and desist order to prevent the company's supervisors from intermeddling with the affairs of its employees. However, our contention is that this intermeddling neither helped nor corrupted the Independent by demonstrating that it was under the control of the company. If one foreman expressed a preference for an independent union or assisted one employee to sign an application card, the entire independent organization would not thereby be corrupted. We contend that the innocuous instances of activities by *four* of the company's supervisory employees before recognition of the Independent do not show that the Independent as an organization was under the employer's control and thereby corrupted. The facts in this case have no similarity to the facts in the *International Association of Machinists* v. *N. L. R. B.* case, which this court decided November 12, 1940. There the supervisors whose activity was relied upon to show that the union was dominated were not merely intermeddlers, but were the organizers and leading spirit of the organization found dominated. Judge Biddle points out the real distinction between this case and other cases where the activity of supervisory employees has been held to show domination. He said in *N. L. R. B.* v. *Swank Products*, 108 F. (2d) 872, at page 876:

> "Our recent discussions in the Titan and Griswold

cases dealt with records which by substantial evidence projected the management *into* the formation of the plant unions." (Italics added.)

The Board found that there was solicitation on company time by the Independent union (R. 1533). Employees as enthusiastic as these employees were will organize wherever they can. The important question is whether the company gained control over the Independent through the fact that some of its organizers obtained some signatures on company time. Such a finding does not show control. In addition, the evidence is clear that the C.I.O. solicited on company time,[7] and this is clearly admitted by the trial examiner when he said, after hearing evidence of solicitation by the Independent and the C.I.O.: "I think the record is pretty clear that it worked both ways" (R. 901).

F. No One Knew About Cousland, the Undercover Reporter.

The Board contends that the fact that the company employed an undercover reporter in the plant until late in 1936 was a factor which showed that the members of the Independent joined because they were under a "settled conviction" or a compulsion of some kind. The entire record shows no evidence that anyone knew of Cousland or that his presence contributed to any such "settled conviction."

III.

CONCLUSION.

There are no findings of the Board which adequately support the contention made in the brief that the employees who joined the Independent in overwhelming numbers

7. Instances of C.I.O. solicitation on company time and instances of warnings to representatives of the Independent by management appear in the Record at the following pages: 662, 760, 780, 781, 800, 803, 816, 818, 819, 822, 826, 827, 829, 830, 832, 857, 862, 868, 871, 872, 873, 880, 881, 889, 894, 895, 900, 904, 810, 913, 816, 917, 918, 921, 928, 1060.

did so because they were under a "belief" or "compulsion", nor do the findings show that they were coerced by the company. What reasons they had for joining the Independent aside from company coercion are immaterial to the issue of company control and domination. The Independent should not be made to suffer because of any acts of intermeddling by supervisory employees.

We therefore agree that a blanket cease and desist order similar to the one enforced by the court below is a proper remedy in this case. However, the remedy of disestablishment imposed by the Board in this case is punitive, as it will destroy the Independent. The Board proposes to destroy the Independent because of certain unimportant happenings in the first three days—this the Board intends to do in the face of the record that shows that the Independent has successfully represented its members from April, 1937, and thereafter. Furthermore, the findings of the Board show that the Independent was never under the control of the company.

The court has the right to determine whether the remedy imposed by the Board effectuates the purposes of the Act, and in this case the remedy of disestablishment would "frustrate" rather than effectuate those purposes. *National Labor Relations Board* v. *Fansteel Metallurgical Corp.*, 306 U. S. 240, 257; *Consolidated Edison Co.* v. *National Labor Relations Board*, 306 U. S. 197; *National Labor Relations Board* v. *Newport News Shipbuilding and Dry Dock Co.*, 308 U. S. 241, 250.

This Court, in *National Labor Relations Board* v. *Pennsylvania Greyhound Lines, Inc.*, 303 U. S. 261, said at page 270:

> "We may assume that there are situations in which the Board would not be warranted in concluding that there was any occasion for withdrawal of employer recognition of an existing union * * * even though it had ordered the company to cease unfair labor practices."

This is the precise situation that exists in the case at bar. As Judge Treanor pointed out in his dissenting opinion below, the instances relied upon by the Board to show domination and interference with the Independent amounted at most to only influence rather than coercion.

In *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, this Court enunciated the policy of the Act (p. 35):

> "Thus in its present application the statute goes no further than to safeguard the right of employees to self organization and to select representatives of their own choosing for collective bargaining or other mutual protection without restraint or coercion by their employer."

The court below has prevented an injustice by holding that the Board's order of disestablishment was improper, and protected the Independent by ordering the company to cease and desist all and every kind of interference with the employees as individuals and with the Independent as an entity.

The remedy of disestablishment has only been enforced by this Court in cases where the company had actually coerced the employees into joining the union and had continuing actual or potential control over the organization as an entity. But in the instant case the Board proposes to destroy an independent which is free of the company on an *assumption* without basis in the record or in the findings that the employees had a "settled belief" that the company favored the Independent or that they "linked the Independent to the Plan."

If the Board can collect a series of insignificant events extending over a period of years and draw the inference that the choice of a union by its members made in three days was a coerced choice, although there was no evidence of actual employer coercion, independent unions will cease to exist. The normal relations between the employees and

their supervisors in an industrial plant will supply the Board with sufficient insignificant events to hold any independent union dominated on its finding that the members had a "settled belief" that the company favored one type of union over another.

Until the company has obtained the control of the union and rendered it impotent the Independent has a right to live.

We therefore respectfully pray that the decision of the court below be affirmed in so far as it relates to its refusal to enforce the disestablishment order.

BANJAMIN WHAM,
Attorney for the Independent Union of Craftsmen.

Blank Page

Blank Page



SUPREME COURT OF THE UNITED STATES.

Nos. 235, 236.—October Term, 1940.

National Labor Relations Board, Petitioner,
235 *vs.*
Link-Belt Company.

National Labor Relations Board, Petitioner,
236 *vs.*
Independent Union of Craftsmen.

On Writs of Certiorari to the United States Circuit Court of Appeals for the Seventh Circuit.

[January 6, 1941.]

Mr. Justice Douglas delivered the opinion of the Court.

The court below refused to enforce certain portions of an order of the National Labor Relations Board, entered in proceedings[1] under § 10 of the Act (49 Stat. 449), requiring an employer to cease and desist from dominating or interfering with a labor organization and to withdraw recognition from it as a collective bargaining representative of employees; and directing the employer to reinstate or to make whole certain employees[2] against whom the Board found the employer had discriminated because of their union membership and activities. Enforcement of those portions of the order was refused because, in the view of the court below, they were not "supported by evidence" as required by § 10(e) of the Act. The petition for writs of certiorari was granted because of the importance in an orderly administration of the Act of the mandate

[1] These proceedings were instituted on charges filed in 1937 and 1938 by Lodge 1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America, affiliated with the Steel Workers Organizing Committee, and through it with the Committee for Industrial Organization. The complaint, as amended, charged that the employer, respondent in No. 235, had engaged in unfair labor practices within the meaning of § 8(1), (2), and (3) of the Act; 29 U. S. C. § 158(1), (2), and (3). Independent Union of Craftsmen, respondent in No. 236, was allowed to intervene, was represented by counsel and participated throughout the proceedings.

[2] The Board did not sustain the charges that certain other employees had been discharged because of their union activities.

contained in § 10(e) that the findings of the Board as to the facts "if supported by evidence, shall be conclusive." See *National Labor Relations Board* v. *Waterman Steamship Corp.*, 309 U. S. 206.

Disestablishment of Independent. Independent Union of Craftsmen was organized within a few days after the decision by this Court, on April 12, 1937, of *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, which upheld the constitutionality of the Act. From 1933 down to that date the employer, Link-Belt Co., had maintained a company union, apparently continuing to recognize it even after passage of the Act in 1935 and even though under the Act it was concededly an improper bargaining unit. In any event, that union remained in existence until Independent's membership drive was successfully concluded. The organization of Independent was conceived on April 12 and 13, 1937, by certain employees, who were disappointed at the decision upholding the constitutionality of the Act. Linde, who was a leader in organizing Independent, testified: "A. The Wagner Act had been declared constitutional, and a group of us were dismayed, I am frank to admit, or we thought there was nothing for us to do. Q. Why were you dismayed? A. I will tell you, we had banked our hopes that it would be declared illegal, and immediately the labor unrest and trouble would have stopped and our company would proceed and all the other companies would proceed to enjoy the prosperity which we thought was coming at that time." The membership drive took place in the main on April 14, 15, and 16, resulting in a membership of 760 out of about 1,000 employees. The constitution was drafted on April 17. On April 18, it was decided to seek dissolution of the old company union and recognition of Independent. Accordingly, on April 19 an agreement was reached between the employee representatives and plant manager Berry dissolving the old union; and he was asked to obtain exclusive recognition for Independent. That request was granted by the employer on April 21; and Independent held its first meeting on April 22.

An "inside" union, as well as an "outside" union, may be the product of the right of the employees to self-organization and to collective bargaining "through representatives of their own choosing", guaranteed by § 7 of the Act. The question here is whether the Board was justified in concluding that Independent was not the

result of the employees' free choice because the employer had intruded to impair their freedom.

Respondents point to numerous earmarks of independence which Independent evidences. They emphasize that after it was recognized it held many bargaining conferences and as a result obtained wage increases, changes in seniority policy, bonus payments for night workers, a better vacation policy, better lighting and air conditions, and improved safety measures—in fact, all of its major objectives except a closed shop. They stress the facts that it is not financed by the employer, that its meetings are held off company property, that its leadership is substantially different from the employee representation in the old company union, and that its genesis was a suggestion made not by the employer but by a group of employees.

In the latter connection they urge that the employees chose Independent because that was the type of labor organization which they honestly preferred; or as stated by one of the employees who led the membership drive, "It was so big a feature that they (the employees) were all anxious to get on the band wagon and do something. That was the general attitude." And they maintain that there was in fact no connection between Independent and the old company union; that the success of Independent's membership drive was not the result of any compulsion or belief as respects the employer's attitude.

—ould indeed be a rare case where the finders of fact could probe the precise factors of motivation which underlay each employee's choice. Normally, the conclusion that their choice was restrained by the employer's interference must of necessity be based on the existence of conditions or circumstances which the employer created or for which he was fairly responsible and as a result of which it may reasonably be inferred that the employees did not have that complete and unfettered freedom of choice which the Act contemplates.

Here no one fact is conclusive. But the whole congeries of facts before the Board supports its findings.

The employer's attitude towards unions is relevant. As we have indicated, it maintained a company union both before and after the Act. And the court below sustained the Board's finding as to the

employer's long-standing industrial espionage, through the National Metal Trades Association, which continued at least until an investigation was made late in 1936 by the LaFollette Committee of the Senate.[3] Further, the employer evidenced hostility towards an "outside" union. In 1936, plant manager Berry told the board of the company union that "in the event outside people came into our plant and told us how to run the plant, then I had enough of industry." At the hearing he testified that he meant "that the Link Belt Company was able and had for many years ran their organization and we did not need outside people to tell us how to run the plant economically and efficiently." In September, 1936, Salmons, an employee of 14 years standing, who was an employee representative in the company union and who became dissatisfied with it, initiated the formation of Amalgamated, an "outside" organization.[4] Amalgamated held its first organizing meeting on September 20, 1936. Salmons was discharged the next day by plant manager Berry for "spreading union propaganda around here." He was given half an hour to leave. The employer does not deny this but adds that Salmons was discharged because he engaged in union activities on company time. That he did solicit on company time seems clear, though it could hardly have been extensive as his foreman testified that he was not aware of it. Yet in his association with the company union, he apparently was allowed a similar freedom. That fact, his position of leadership in Amalgamated, the apparent absence of the customary warning, his somewhat precipitate discharge, the failure of the employer to discharge representatives of Independent who, as we shall see, solicited on company time with the knowledge and approval of at least some of the supervisors, made permissible the Board's conclusion that Salmons' activity on behalf of the "outside" union was the basic cause of his discharge.[5] On September 21, 1936, another employee, Novak, who had been employed by the company for over

[3] Subcommittee of the Committee on Education and Labor, United States Senate, of which Senator Robert M. La Follette, Jr., was Chairman. This Subcommittee acted pursuant to S. Res. 266, 74th Cong., 2d Sess., and held extensive hearings beginning in 1936.

[4] See note 1, *supra*. Amalgamated apparently had about 400 members before Independent started its membership drive in April, 1937.

[5] Salmons was rehired on December 21, 1936, after mediation by the Board on the understanding that he would not engage in union activities on company time.

11 years, was also discharged without warning by Berry, who believed, mistakenly it would seem, that Novak was a member of and solicitor for Amalgamated. Berry gave him half an hour to get out, after charging him with being "an organizer and instigator for a union"—a charge which Novak denied.[6] The Board found and the court below sustained the finding that Novak was discharged in violation of the Act because of his alleged union activities. We agree.

Amalgamated, as well as Independent, solicited on company time. But a review of the record indicates that the instances of solicitation by Amalgamated on company time were scattered over a period of months and were apparently more sporadic than those of Independent. At least they do not appear to have had the magnitude and intensity of the acts of solicitation on company time by Independent. There is considerable testimony by members of the supervisory staff that they were instructed not to take sides in the union competition and not to allow solicitation on company time. Plant manager Berry testified on direct examination that those instructions were given after April 12, 1937; and on cross-examination he admitted that they were given only after April 19, 1937, at which time Independent had acquired a membership of 760 men. It is argued here that the employer warned solicitors for Independent and threatened them with dismissal for engaging in union activities on the company's time. And Froling, chairman of the company union and active solicitor for Independent, testified that he was wary about soliciting in the plant on company time in front of foremen, for although he did not remember any foreman warning him, he nevertheless was afraid of being discharged because of what had happened to Salmons on account of his activities. It is therefore contended that no discrimination in favor of Independent can be inferred; that the quick success of Independent in obtaining a majority was due not to the employer's support but to the employees'

[6] Novak was reinstated in January, 1937, with the understanding that he would not engage in union activities on company time. According to him, the condition extended to union activities at all times. According to the company, it covered only union activities on company time. The Board did not resolve the conflict but noted that Novak as a result of his understanding, did not join Amalgamated until after the Act had been upheld in April, 1937. Novak delayed accepting the proposal of reinstatement because of the possible implication that thereby he would tacitly admit that he had earlier engaged in union activities.

enthusiasm for that union. The Board stresses the fact that employee representatives in the company union were extremely active solicitors for Independent. It points out that at least six of the employee representatives under the company union were active solicitors—Froling virtually admitting that he solicited the entire machine shop—110 to 120 men—during working hours. Kowatch, an employee, signed up between 100 and 250 men, about one-fourth on company time and twice punched out his time with the permission of the foreman to solicit in the foundry. The company counters with the fact that there were many solicitors for Independent of whom those representatives were a mere minority—less than a third. There is this to be said, however, about those conflicting claims. Most of the company union representatives were active and prominent in Independent's membership drive and during that drive apparently enjoyed somewhat the same privilege of moving freely about the plant which they had been allowed as company union representatives—a privilege withdrawn after Independent had been recognized. The instances when supervisors remonstrated with solicitors for Independent seem to be restricted to around six or seven in number, and some of those related to activities *after* the April membership drive was completed. As respects one of the latter instances, Linde, an employee soliciting for Independent, stated that foremen warned the men: "You are on union business. My God, don't let me catch you or we will fire you, or words to that effect." But, as the Board concluded, it seems impossible to infer that, in view of the extensive and intensive solicitation for Independent in the plant on company time, the supervisory staff were not aware of the campaign and did not acquiesce in it. Beyond that is the active support of Independent by some of the supervisory staff. There is abundant testimony that Siskauskis, a foreman, actively solicited for Independent. One employee, Lackhouse, who earlier had joined Amalgamated but who was soliciting for Independent in April, 1937, testified:

"He took the sheets in my hand—the first sheet I had already filled, with the heading on it, and I had nothing but blank sheets left, and he went around the machines, the molders right off the side floor there, and he told them to sign up the Inside union here, and he signed up I believe ten, and about five of them he signed up in his own handwriting. The majority of them in the foundry don't know how to write. Q. And did you see him sign up these other

men? A. I seen him sign up actually about seven or eight, I am sure, in his own handwriting. He went as far as one crane man who was working right above him, and he was going up to him and he was going to explain what it was all about, and he says, 'Oh, heck, he don't know how to write,' so he wrote down his name, too. I don't remember his name, I know it was John, the crane man in his department. I just don't know his last name. Q. And then did Mr. Shaskinskis (sic) give you back the paper? A. Yes, he returned them back to me after he had the names on them."

This episode was confirmed at least in part by Johnson, an employee.

Another employee, Balcauski, testified as follows respecting Siskauskis' solicitation:

"He walked to me and he said, 'Stanley, why don't you join in the C. I. O.'—I mean this here, the independent craftsmen's union. I said, 'I am already with the C. I. O.' He says, 'The hell with the C. I. O.' He says, 'Join in with the craftsmen's union.' He says, 'We are going to have our union.' Then I repeated, I says, 'Do you know under the Wagner Law that is not allowed for the foreman to go and organize the working men on the company time or on his own time?' He told me this, he said, 'To hell with that.' So I says, 'If you want to sign up independent, go ahead, I ain't going to waste my time.' And I walked away."

Balcauski further testified respecting Siskauskis' solicitation of employees: "He told them, 'If you don't sign up'—I heard it with my own ears—he said, 'you are going to get out of here.'"

Still another employee, Thomas, testified:

"Q. Did anybody ask you to join the Independent Union? A. Everybody, Splitz (Siskauskis) comes to me with piece of paper, sign your name. I say I can't sign my name. He says, 'All right, I sign it myself.' And he signed it himself, my name. Q. Did he say anything more to you about it? A. That is all that day. The second day he come around again. He say, 'Joe, sign name.' I say, 'I sign yesterday.' He say, 'All right, it is no good, I threw it away.' Q. It is no good, he threw it away? A. Sure. I didn't sign no place. 'Joe,' he say, 'Sign him up anyhow, or maybe lose job.' Q. Splitz says to sign up or maybe you lose job? A. Yes. I says, 'I sign him up if you want to.' He come in Thursday about this piece of paper again and he say, 'Joe, sign name.' I say, 'What is the matter, I sign him up twice, I sign him up before yesterday and I sign him again.' He say, 'Something wrong, no good.' I say, 'I quit, I don't want sign at all.' Q. You didn't want to sign? A. No. Q. You didn't sign either day? A. I don't sign. At noontime he come to me and he say—I was by him over there and he

say, 'Come on, Joe, come in office sometime, we want to see you'. Q. Did you go in the office? A. Yes. . . . Q. Some man with a mustache was sitting there? A. Yes, sir. He say, 'What you want?' I say, 'Splitz sent me in office, you want something?' He said he didn't want nothing from me. Splitz come in then and grabbed my hand, and he say, 'Give him piece of paper'. He say, 'sign his name.' I can't sign name, I say I will not sign. I said two times I sign, I don't like it. He say, 'Sign anyhow.' Q. Who said that? A. Splitz, 'Go ahead, sign again.' I say, 'I am going out, go to work.' Q. You did not sign? A. No. A couple of times he come to me and say, 'Sign them up.' I don't sign no place. A lot of people don't sign, I no sign.''

Bozurich, an employee, testified as follows with respect to the attitude of Siskauskis towards Amalgamated:

" . . . then he went on with remarks that it would be very bad if C. I. O. would come into the shop. And I said, 'What would be bad about it?' I said, 'If the workers want it who can stop them?' 'Well,' he said, 'if C. I. O. comes in the company will close the plant.' He said, 'You see during the depression it was hard to be without a job.' I said, 'Company can't lock—close the shop because of the union.' I says, 'That would be considered as a lockout.' And he said, 'Who can stop them?' 'Well,' I said, 'the government.' He said, 'The company runs the plant and not the government.' I said, 'There is such a thing as government Labor Board here who takes care of those members,' and I believe I referred him to—well, to be exact, I read in the paper about a certain company somewhere in New York or New Jersey that due to C. I. O. activities closed their plant and moved the machinery out, things like that, to get away from the union. So I call his attention to that, to the best of my recollection from the newspaper, that the Labor Board takes action; they got company to put machinery back. At least that is the way I understood it so the illustration to him is that we are not afraid of that kind. Then he twisted his lips and said 'Oh,' he says, 'you better keep away from something like that,' he says, 'and if you want anything it is best to go to boss yourself.' ''

There is also testimony that Siskauskis signed for illiterate employees, though, with one possible exception, apparently not against their will. Siskauskis denied that he made any such statements or that he ever solicited for Independent. The Board refused to believe that all the opposing testimony was fabricated, and found his denials unconvincing.

Lackhouse, an employee, testified that he obtained permission from Nyberg, his foreman, to solicit for Independent, Nyberg say-

ing, "Well, if you have to, you have to, Frank, so you might as well go ahead on it." Lackhouse was delayed about half an hour in getting started when Olson, an assistant superintendent, took him aside in a separate room and, according to Lackhouse, "compared the differences between the outside union and the inside union; and he told me about it up there, how much better off we would be if we organized amongst us fellows, among our fellow workmen ourselves and kept the outside union out, that you will never get anywhere with them, just striking all the time, and give me the differences, and I listened to him about it." Lackhouse testified that thereupon he solicited in the plant during working hours: "I was absent from my job from one o'clock until quitting time walking through the whole foundry." On direct examination Olson denied this conversation. On cross-examination he admitted talking briefly with Lackhouse about "a rumor that the boys are trying to form an independent union." Nyberg was not called. The Board believed Lackhouse.

There was considerable testimony, not denied, that Belov, a night boss, also solicited for Independent. According to one employee, Kalamarie, Belov did so on written instructions left by foreman McKinney which Kalamarie read. Kalamarie testified as follows respecting this conversation with Belov about those instructions:

"Q. So when he (Belov) got this note to solicit for the Independent Union he was a little bit puzzled by it and he asked your advice about it? A. He did. Q. You advised him that inasmuch as his superior officer, Mr. McKinney, had ordered him to do it, he had better go ahead and do it? A. That is right, if he wanted to keep his job, I imagine he should."

McKinney denied that he had left any such instructions, though it apparently was his custom to leave written instructions for the night bosses on things he wanted done. Belov was not called. Because of that and because of the contradictory character of McKinney's testimony on certain matters, the Board believed Kalamarie.

Tomas, an employee, testified that his boss, Big Louie, "a kind of assistant foreman," solicited for Independent getting about ten signatures; that Big Louie told him that "they were trying to get the C. I. O. out of there."

The court below was unable to find any evidence from which it could be inferred that the employees did not, with complete inde-

pendence and freedom from domination, interference or support of the employer, form their own union. But we are of the opinion that the Court of Appeals in reaching that conclusion substituted its judgment on disputed facts for the Board's judgment—a power which has been denied it by the Congress. Sec. 10(e) provides that the "findings of the Board as to the facts, if supported by evidence, shall be conclusive." As we stated in *National Labor Relations Board* v. *Waterman Steamship Corp.*, *supra*, at pp. 208-209: "... Congress has left questions of law which arise before the Board—but not more—ultimately to the traditional review of the judiciary. Not by accident, but in line with a general policy, Congress has deemed it wise to entrust the finding of facts to these specialized agencies. It is essential that courts regard this division of responsibility which Congress as a matter of policy has embodied in the very statute from which the Court of Appeals derived its jurisdiction to act." Congress entrusted the Board, not the Courts, with the power to draw inferences from the facts. *National Labor Relations Board* v. *Pennsylvania Greyhound Lines, Inc.*, 303 U. S. 261, 271; *National Labor Relations Board* v. *Falk Corp.*, 308 U. S. 453, 461. The Board, like other expert agencies dealing with specialized fields (see *Rochester Tel. Corp.* v. *United States*, 307 U. S. 125, 146; *Swayne & Hoyt, Ltd.* v. *United States*, 300 U. S. 297, 304) has the function of appraising conflicting and circumstantial evidence, and the weight and credibility of testimony.

The Board had the right to believe that the maintenance of the company union down to the date when Independent's membership drive was completed was not a mere coincidence. The circumstantial evidence makes credible the finding that complete freedom of choice on the part of the employees was effectively forestalled by maintenance of the company union by the employer until its abandonment would coincide with the recognition of Independent. The declared hostility towards an "outside" union, the long practice of industrial espionage, the quick recognition of Independent, the support given Independent's membership drive by some of the supervisory staff, the prominence of company union representatives in that drive, the failure of the employer to wipe the slate clean and announce that the employees had a free choice, the belated instructions to the supervisory staff not to interfere—all corroborate the conclusion

that the employer facilitated and aided the substitution of the union, which it preferred, for its old company union. But respondents contend that there is no evidence that the employees had a settled conviction that the employer preferred a certain type of labor organization or that they were under compulsion from the employer in choosing between Independent and Amalgamated. There were, however, forces at work in the plant which make tenable the conclusion of the Board that the employer had intruded so as effectively to restrain the employees' choice. The employer's attitude towards an "outside" union coupled with the discharge of Salmons and Novak for activities on behalf of Amalgamated would tend to have as potent an effect as direct statements to the employees that they could not afford to risk selection of Amalgamated. That the discrimination against Salmons had some effect is not denied, for Froling, a witness for Independent, insisted that even he furtively solicited for Independent because of the price paid by Salmons. When that discrimination is contrasted to the apparent acquiescence by the management in the open solicitation by Independent, we cannot say that the Board was unjustified in the conclusion which it drew. As we stated in *International Association of Machinists* v. *National Labor Relations Board;* decided Nov. 12, 1940, "Slight suggestions as to the employer's choice between unions may have telling effect among men who know the consequences of incurring that employer's strong displeasure." Nor does the Board lack the power to give weight to the activities of some of the supervisory employees on behalf of Independent, even though they did not have the power to hire or to fire. As we indicated in *International Association of Machinists* v. *National Labor Relations Board, supra,* the strict rules of *respondeat superior* are not applicable to such a situation. If the words or deeds of the supervisory employees, taken in their setting, were reasonably likely to have restrained the employees' choice and if the employer may fairly be said to have been responsible for them, they are a proper basis for the conclusion that the employer did interfere. If the employees "would have just cause to believe that solicitors professedly for a labor organization were acting for and on behalf of the management, the Board would be justified in concluding that they did not have the complete and unhampered freedom of choice

which the Act contemplates." *International Association of Machinists* v. *National Labor Relations Board, supra.* Here such inferences were wholly justified. The attitude of the employer towards an "outside" organization was clearly conveyed. When that was followed by solicitation for Independent on the part of supervisors who had general authority over the men, it would be unfair to conclude that the employees did not feel an actual pressure from the management. That fact, the failure of the employer to announce its impartiality, its delay in advising the supervisors to remain neutral until Independent had acquired its majority, the favors shown Independent, the discharge of Salmons and Novak, its past union policy, all are part of the imponderables which the Board was entitled to appraise. The fact that these various forces at work were subtle rather than direct does not mean that they were nonetheless effective. Intimations of an employer's preferenee, though subtle, may be as potent as outright threats of discharge.

Respondents suggest that an order of disestablishment would make Independent an innocent victim of the employer's inaction or of its unwelcome action. It is urged that the subsequent conduct of Independent demonstrates its independence and that an order directing the employer to cease and desist all interference with the employees and with Independent is wholly adequate for the evil at hand. The Board, however, was not forced to conclude that the subsequent activities of Independent erased the effects of the employer's earlier discrimination, any more than if was compelled to believe that the employer's later show of impartiality obliterated the consequences of its prior interference with the employees' freedom of choice. We cannot assume that the employees will be free from improper restraints and will have the complete freedom of choice which the Act contemplates where the effect of the unfair labor practice is not completely dissipated. The Board not the courts determines under this statutory scheme how the effect of unfair labor practices may be expunged. *National Labor Relations Board* v. *Pennsylvania Greyhound Lines, Inc., supra; National Labor Relations Board* v. *Bradford Dyeing Assn.*, 310 U. S. 318; *International Association of Machinists* v. *National Labor Relations Board, supra.*

The order of disestablishment must be enforced.

Discharges of Employees. The court below rejected the finding of the Board that Salmons had been discharged in violation of

§ 8(1) and (3) of the Act. For the reasons already stated, we think that the court erred and that the Board was right.[7]

The Board found that in April, 1937, employment manager Staskey conditioned the employment of Frank Solinko upon the acceptance of membership in the Independent by his father, Pete Solinko; and that therefore the company had violated § 8(3) of the Act.[8] The Board credited the testimony of Pete and Frank Solinko against testimony of Staskey and an employee named Kowatch. Kowatch was a solicitor for Independent whom Pete Solinko said Staskey had told him to see. Pete, a member of Amalgamated, joined Independent. So did Frank, who later, however, joined Amalgamated. The evidence is somewhat confusing. But even according to Staskey, Pete Solinko did show him an Independent card the day Frank was hired. The court below noted that even if the testimony of Pete were true, the conversation occurred two months before Frank was hired; and even if it took place on the day he was hired, then it was after Independent had been recognized by the company as the bargaining agent for the employees. We think, however, that the Board's finding was justified. Whenever the conversation took place, the conditioning of Frank's employment upon Pete's joining Independent was a violation of § 8(3) of the Act in absence of a valid closed-shop agreement, not present here. Viewed in that light, it also corroborates the conclusion of the Board that the employer interfered with the collective bargaining process by supporting Independent, though the episode took place after Independent's membership drive was completed.

Karbol and Cumorich were discharged May 19, 1937. In April, 1937, Belov, according to their testimony, had asked them to join Independent. They refused. In the latter part of April, 1937, they joined Amalgamated. The company's claim is that they were discharged for unsatisfactory work after time studies had shown their inefficiency and after the day foreman, McKinney, had warned them that their work was not satisfactory. On the other hand, they denied that anyone had given them any such warning or had criti-

[7] The Board ordered no affirmative relief with respect to Salmons as he had been reinstated under an agreement with the company that he would not receive back pay.

[8] No affirmative relief was ordered as respects Pete Solinko, who was laid off in January, 1938.

cized their work; they testified that at the time of their discharge Belov stated that they were good workmen and that he did not know why they were discharged. The Board reviewed the time studies and found they did not reveal with any degree of precision the relative efficiency of the men. It concluded that they were discharged because they joined Amalgamated. The evidence as to ineffieiency is quite inconclusive. The Board was justified in relying on circumstantial evidence of discrimination and was not required to deny relief because there was no direct evidence that the employer knew these men had joined Amalgamated and was displeased or wanted to make an example of them.

The court below also refused to enforce the Board's order reinstating and making whole Kalamarie who was discharged according to the Board because of his union activities. He, like Karbol and Cumorich, did not accede to the solicitation of Belov on behalf of Independent. He had joined Amalgamated in March, 1937, was an active solicitor for it, and served on its grievance committee. As a member of that committee, he called on plant manager Berry to protest the lay-off of a union man. Shortly thereafter, Belov, Kalamarie's night boss, received instructions from the day foreman to lay Kalamarie off for a week if his work did not improve. November 30, 1937, he was permanently laid off for an alleged lack of work as a welder and in connection with a general reduction of employees. Until his promotion as a welder a few months earlier Kalamarie for some time had been an acetylene burner. He testified that when he took the job as welder, he was promised that he could go back to burning without loss of his seniority rights if welding ran out. This was denied by the foreman. When he was laid off, men junior to him as burners were retained. He protested. The company insists that the refusal to restore Kalamarie to his old position as burner was consistent with its occupational seniority policy. On this there is some contradiction in the record. There is testimony that under company practice an employee retained (or at least might be given) his original seniority if he was promoted to another position in the same department. The reasons stated for not restoring Kalamarie to his old seniority position were that he did not ask to be put back and that the company would have had to lay off a burner senior to him. These statements were contrary to the facts

as found by the Board. On this state of the record we think that the Board was justified in concluding that Kalamarie was in fact discharged because of his activities for Amalgamated.

The judgment is reversed and the cause is remanded to the Circuit Court of Appeals with directions to enforce the Board's order in full.

Reversed.

Mr. Justice McReynolds took no part in the consideration or disposition of this case.

A true copy.

Test:

Clerk, Supreme Court, U. S.

END